UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2009-01
Cylinder Medical Gases

UMC is seeking bids for the provision of Cylinder Medical Gases.

The bid package is available as follows:

- Pickup - University Medical Center, Trauma and Pediatric Building, 800 Rose Street, Suite 409, Las Vegas, Nevada, 89106.
- Electronic Mail or Mail - Please email request to jim.haining@umcsn.com specifying the Bid Number and description. Be sure to include company name, contact, mailing address email, phone and fax numbers, or call (702) 383-3606.

A Prebid Conference will be held on **January 29, 2009 at 9:00 am**, at Conference Room H, 4th floor, Trauma Building, 800 Rose St., Las Vegas, Nevada.

Bids will be accepted at the University Medical Center address specified above, on or before **February 11, 2009 at 3:00 pm**. Proposals are time-stamped upon receipt. Proposals time-stamped at 3:01 PM or after will be returned unopened to the Proposer.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
January 22, 2009
I - GENERAL PROVISIONS
BID NO. 2009-01
Cylinder Medical Gases

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

2. TERMS

The term "Owner" as used throughout this document will mean the University Medical Center of Southern Nevada.

The term "BCC" as used throughout this document will mean the Board of County Commissioners acting as the Board of Hospital Trustees.

The term "Purchasing Manager" as used throughout this document will mean the Director of Materials Management or designee responsible for the Materials Management Department.

3. DESIGNATED CONTACTS

Owner's Representation for this bid will be Jim Haining, Purchasing Administrator, telephone number 702-383-3606, Email address jim.haining@umcnv.com. The representative will respond to questions concerning this bid and the selection process for this.

4. TENTATIVE DATES AND SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Published in Las Vegas Review-Journal</td>
<td>January 22, 2009</td>
</tr>
<tr>
<td>Pre Bid Meeting</td>
<td>January 29, 2009, 9:00 am</td>
</tr>
<tr>
<td>Final Date to Submit Questions (3:00 pm)</td>
<td>February 5, 2009</td>
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<tr>
<td>Last Day for Addendums</td>
<td>February 6, 2009</td>
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<tr>
<td>Bid Responses Due (3:00 pm)</td>
<td>February 11, 2009, 3:00 pm</td>
</tr>
<tr>
<td>Estimated Contract Award</td>
<td>March 2009</td>
</tr>
</tbody>
</table>

5. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated Owner contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

6. FEDERAL, STATE, LOCAL LAWS

All Bidders will comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

7. TAXES

The Owner is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000436). A copy of the tax exempt letter is available on request. The price(s) bid must be net, exclusive of these taxes.

8. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

9. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the successful Bidder agrees that it will not employ unauthorized aliens in the performance of this contract.

10. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

11. INDEMNITY

The successful Bidder agrees, by entering into this contract, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold Owner harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of the successful Bidder or its principals, employees, subcontractors or other agents while performing services under this contract. The successful Bidder shall indemnify, defend, and hold harmless the Owner for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.
12. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all Bidders in written form from the Owner's designated contact as specified in this bid document. Owner is not bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form.

13. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the Owner may not be disclosed until the bid is recommended for award of a contract.

14. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary", or that contains materials so marked, may be returned to the Bidder and may not be considered for award.

15. DOCUMENT REVIEW

Bidders may visit the Materials Management department, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Confidential/Proprietary Information" clause in the General Provisions. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 383-2423 to schedule an appointment.

16. PREPARATION OF FORMS

All bids will be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices bid and the extended total, the unit price will prevail.

17. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for this contract utilizing Attachment 1. The information provided in Attachment 1 by the Bidder is for the Owner's information only.

18. DURATION OF OFFER

All offers (bids) submitted in association with this invitation to Bid shall be considered firm offers for a minimum of 90 calendar days after the date of bid opening in order to allow the Owner to evaluate and consider award.

19. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

20. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and title. Bidders are requested to submit 1 original and 1 copy of the Bid Form and 1 copy of all requested attachments unless otherwise specified. No responsibility will attach to the Owner, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped at 3:01 p.m. or after will be returned unopened to the Bidder. FAXED AND EMAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED. Bidders and other interested parties are invited to attend the bid opening.
The following are detailed delivery/mailing instructions for bids:

HAND DELIVERY

University Medical Center of Southern Nevada
Trauma and Pediatric Building
800 Rose Street, Suite 408
Las Vegas, Nevada 89106
Bid No. 2009-01 Cylinder Medical Gases

U.S. MAIL DELIVERY

University Medical Center of Southern Nevada
Attn: Contracts Management, 4th Floor
1800 West Charleston Boulevard
Las Vegas, Nevada 89102
Bid No. 2009-01 Cylinder Medical Gases

Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid.

21. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.165 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

22. WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly filled out and submitted to the Purchasing Analyst. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

No bids may be withdrawn for a period of 90 calendar days after the date of bid opening. All responsive and responsible bids received are considered firm offers during this period. The Bidder's offer will expire after 90 calendar days unless the offer is further extended in writing by the Bidder.

If a Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

23. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract, and other objective and accountable factors which are reasonable. The Owner has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the successful Bidder during the term of the contract but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.055.3, the Owner may re-award this contract if the successful Bidder is found to be in breach of the contract. Re-awarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

24. REJECTION OF BID

Owner reserves the right to reject any and all bids received by reason of this request.

25. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

1. Failure to use the specified Bid Form furnished by the Owner.
2. Lack of signature by an authorized representative.
3. Failure to properly complete the Bid Form.
4. Evidence of collusion among Bidders.
5. Unauthorized alteration of the Bid Form.
6. Failure to fill out the Disclosure of Ownership/Principals form if requested.

Owner reserves the right to waive any minor informality or irregularity.
26. **DISCLOSURE OF OWNERSHIP / PRINCIPALS**

Any bidder recommended for award of a contract by the Board of County Commissioners is required to provide the information on the attached “Disclosure of Ownership/Principals” form. The form shall be submitted to the Owner within 24 hours after request. Failure to fill out the subject form by the Bidder shall be cause for rejection of the bid.

27. **TIE-BIDS**

A tie-bid is defined as an instance where bids are received from 2 or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and Owner can justify awarding to the Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the General Conditions. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

28. **PROTESTS**

A. Any Bidder who submits a bid for this project and is allegedly aggrieved in connection with this solicitation or award of this contract may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated. The protest must be submitted in writing to the Purchasing Analyst, within 7 calendar days after the bid opening date. If the protest is not resolved by mutual agreement, the Purchasing Analyst will promptly issue a decision in writing to the protestor. Within 3 working days of receipt of the decision, a protestor may submit a protest to the Purchasing Manager or his designee its written notice of intent to appeal the decision to the BCC. The Purchasing Manager or his designee will notify the protestor of the date they may appear to present their appeal to the BCC. The decision of the BCC will be final. The BCC need not consider protests unless this procedure is followed.

B. If this solicitation has been advertised, the Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier’s check, money order or certified check, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

1. 25% of the total value of the bid submitted by the Bidder filing the notice of protest; or
2. $250,000

C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until the BCC makes a determination on the protest.

D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards the contract.

E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.

F. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, the Owner may make a claim against the bond or other security in an equal amount to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

29. **USE BY OTHER GOVERNMENT ENTITIES**

Nevada Revised Statutes 332.195 allows local governments to join or use the contracts of other local governments or the State of Nevada, with the authorization of contracting vendor.

30. **NON-DISCRIMINATION**

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The successful Bidder recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible.

31. **AUDITS**

The performance of this contract by the successful Bidder is subject to review by the Owner to insure contract compliance. The successful Bidder agrees to provide the Owner any and all information requested that relates to the performance of this contract. All requests for information will be in writing to the successful Bidder. Time is of the essence during the audit.
process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

32. **ASSIGNMENT OF CONTRACTUAL RIGHTS**

The successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of Owner and any sureties.

33. **TERMINATION FOR CONVENIENCE**

The Owner reserves the right to terminate the contract in whole or part at any time whenever the Owner shall determine that such a termination is in the best interest of the Owner without penalty or recourse upon 30 calendar days written notice of intent to terminate. In the event that the Owner elects to terminate the contract, the termination request will be submitted to the BCC or the University Medical Center of Southern Nevada Administration for approval.

34. **TERMINATION FOR CAUSE**

If the successful Bidder fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this contract, the Owner may immediately terminate all or part of the contract upon written notice of intent to terminate without any liability by the Owner to the successful Bidder. In the event of termination for cause, the Owner may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as the Owner may deem appropriate, and successful Bidder shall be liable to Owner for any excess cost or other expenses incurred by the Owner.

35. **INDEPENDENT CONTRACTOR**

In the performance of the work duties and obligations performed by Bidder under this contract, it is mutually understood and agreed that Bidder is at all times acting and performing as an independent contractor practicing the profession of medicine. Owner shall neither have, nor exercise any, control or direction over the methods by which Bidder shall perform its work and functions.
II – GENERAL CONDITIONS
BID NO. 2009-01
Cylinder Medical Gases

1. METHOD OF AWARD
Award will be made to the lowest responsive and responsible Bidder on a grand total basis contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by the Owner. Bidders must bid on all items to be considered responsive.

2. NOTICE OF AWARD
Award of this bid will be by “Letter of Award” issued by the Chief Executive Officer and the issuance of a purchase order. The contract shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the successful Bidder.

3. PREBID CONFERENCE
A prebid conference is being held for this bid. The intent of the prebid conference is to review the entire bid document and answer any questions that the Bidders may have.

4. INITIAL TERM
The initial term of this contract shall be from April 1, 2009 through March 31, 2014.

5. CONTRACT RENEWAL
Owner reserves the option to renew this contract for one (1) additional three-year period from its expiration date.

6. CONTRACT EXTENSION
Owner reserves the option to temporarily extend this contract for up to 3 months from its expiration date for any reason.

7. BIDDER’S REPRESENTATION
Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has familiarized itself with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

8. BID DOCUMENTS NECESSARY FOR SUBMITTAL
The Bid Form, all requested attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

9. ADDITIONAL BID SUBMITTALS
Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with the Bidders Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

10. INSURANCE
The successful Bidder shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than $1,000,000 per occurrence, $2,000,000 aggregate during the term of this contract.

The successful Bidder shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive. Unless Bidder is a Sole Proprietor and shall be required to submit an affidavit (Attachment 3) indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

The successful Bidder shall include the cost of the insurance coverages in its bid price(s). The successful Bidder shall provide the Owner with proof of insurance as specified within 10 calendar days after Owner request.

The successful Bidder shall obtain and maintain the insurance coverages required in Attachment 2, incorporated herein by this reference. The successful Bidder shall comply with the terms and conditions set forth in Attachment 2. All Bidders shall include the cost of the insurance coverages in their bid price(s).

11. LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL
If the successful Bidder does not provide the insurance and/or performance bond submittals on or before the 10th calendar day, the successful Bidder will pay over to the Owner the amount of $100.00 per calendar day as liquidated damages. If the successful Bidder does not keep the insurance policy or performance bond in effect or allows them to lapse, the successful Bidder will pay over to the Owner the amount of $100 per calendar day as liquidated damages.
12. **FISCAL FUNDING OUT**
Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If Owner does not allocate funds to continue the purchase of the product and/or service, this contract shall be terminated when appropriated funds expire.

13. **DELIVERY REQUIREMENTS**

A. **LOCATIONS / HOURS**

**Main Hospital Campus Deliveries**
All deliveries to main hospital campus shall be made to UMC's tank farm located at 1800 W. Charleston Boulevard, Las Vegas, Nevada. Access to the tank farm is 24 hours per day, 7 days per week. Cylinders are to be placed and secured, by type, in marked bay by successful Bidder's delivery personnel in the tank farm.

**Satellite Locations Deliveries**
Successful Bidder shall provide delivery service to the following Satellite locations of owner as follows.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Facility Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boulder Quick / Primary Care&lt;br&gt;5412 Boulder Highway&lt;br&gt;Las Vegas, NV 89121</td>
<td>Rancho Physical Therapy&lt;br&gt;4331 North Rancho Dr.&lt;br&gt;Las Vegas, NV 89130</td>
</tr>
<tr>
<td>LV Convention and Visitors Center&lt;br&gt;3150 Paradise Road, Las Vegas, NV 89109</td>
<td>Rancho Occupational Therapy&lt;br&gt;4331 North Rancho Dr.&lt;br&gt;Las Vegas, NV 89130</td>
</tr>
<tr>
<td>Craig Quick / Primary Care&lt;br&gt;2202 W. Craig Rd.&lt;br&gt;North Las Vegas, NV 89031</td>
<td>Spring Valley Quick / Primary Care&lt;br&gt;4180 S. Rainbow Blvd. Ste. 810&lt;br&gt;Las Vegas NV 89103</td>
</tr>
<tr>
<td>Enterprise Quick Care&lt;br&gt;1760 Wheeler Peak Drive&lt;br&gt;Las Vegas NV 89106</td>
<td>Summerlin Quick / Primary Care&lt;br&gt;2031 N. Buffalo Dr.&lt;br&gt;Las Vegas NV 89103</td>
</tr>
<tr>
<td>LIED Outpatient Clinic and Pediatric Outpatient Clinic&lt;br&gt;1524 Pinto Lane 2nd Floor&lt;br&gt;Las Vegas, NV 89106</td>
<td>Sunset Quick / Primary Care&lt;br&gt;525 Mark St.&lt;br&gt;Henderson, NV 89104</td>
</tr>
<tr>
<td>Nellis Quick / Primary Care&lt;br&gt;61 North Nellis&lt;br&gt;Las Vegas, NV 89110</td>
<td>Total Life Care&lt;br&gt;2231 West Charleston Blvd.&lt;br&gt;Las Vegas, NV 89102</td>
</tr>
<tr>
<td>Piccato Quick / Primary Care&lt;br&gt;9320 W. Sahara&lt;br&gt;Las Vegas, NV 89121</td>
<td>Transplant Services&lt;br&gt;1120 Shadow Ln&lt;br&gt;Las Vegas, NV 89102</td>
</tr>
<tr>
<td>Rancho Quick / Primary Care&lt;br&gt;4333 North Rancho Drive&lt;br&gt;Las Vegas, NV 89102</td>
<td>University Women's Center&lt;br&gt;2331 West Charleston Blvd.&lt;br&gt;Las Vegas, NV 89102</td>
</tr>
<tr>
<td>Rancho Rehab.&lt;br&gt;4331 North Rancho Dr.&lt;br&gt;Las Vegas, NV 89130</td>
<td>Wellness Center&lt;br&gt;701 Shadow Ln, 2nd Floor&lt;br&gt;Las Vegas, NV 89102</td>
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**NOTICE OF DELIVERY**

1) Delivery tickets are to be delivered to the Receiving Dock and may not be left in the tank farm area.

2) During dock hours, successful Bidder will obtain the signature of Owner's representative and provide Owner with a copy of the delivery ticket. On holidays and weekends, the Security Department will sign for deliveries upon a call to (702) 383-2310.

3) Delivery of cylinders shall be made on an even exchange basis only. Successful Bidder supplies cylinders as dictated by established PAR levels. Inventory of cylinders will be managed by successful Bidder. Successful Bidder shall maintain access to sufficient stock of any item awarded in this bid. Lead times for such stock shall not exceed that time specified in this bid.
C. FORCE MAJEURE
The successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The successful Bidder shall provide Owner satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

D. F.O.B. DESTINATION - FREIGHT PRE-PAID AND ALLOWED
The successful Bidder shall pay all freight charges. The successful Bidder shall file all claims and bears all responsibility for the products from the point of origin to the Owner's destination. All prices shall be F.O.B. Destination. All prices shall include delivery, as well as any necessary unloading.

E. FAILURE TO DELIVER
In the event that the successful Bidder fails to deliver the product in accordance with the terms and conditions of the contract, the Owner shall have the option to either terminate the contract or temporarily procure the product and/or service from another supplier. If the product is procured from another supplier, the successful Bidder shall pay to the Owner any difference between the bid price and the price paid to the other supplier.

F. DAMAGED OR DEFECTIVE PRODUCTS
The successful Bidder shall replace, at no cost to the Owner, damaged or defective products within 5 calendar days after notice. This shall include freight and any and all other associated costs. See Paragraph D above.

G. EMERGENCY DELIVERIES:
1) Successful Bidder shall provide Owner with 24 hour-a-day, 7 days-a-week emergency toll-free telephone numbers, for such emergency calls. Successful Bidder must respond to emergency telephone calls within one (1) hour of the initiation of such calls, and make any deliveries, as appropriate, within 3 hours of the initiation of emergency calls.
2) Successful Bidder shall provide Owner must have the ability to provide immediate information on the safe handling of all gases supplied as well as immediate assistance in the case of an emergency.

14. SUBMITTAL OF USAGE REPORTS
The successful Bidder shall submit a monthly usage report 10 calendar days after the end of each month. The report shall list all items provided or purchased by Owner for the period, including all specified and non-specified bid items. The report shall be submitted to the designated contacts as identified in this document. The report shall list, at minimum, the product description, quantity purchased/delivered, and pricing for the period.

15. CONSUMPTION ESTIMATES
The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

16. PURCHASE ORDERS
Owner will issue a purchase order(s) which will authorize the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered.

17. INVOICING
Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within 60 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 60 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

All invoices should include the following information:
1. Company Name
2. Complete Address (including street, city, state, and zip code)
3. Telephone Number
4. Contact Person
5. Itemized description of products delivered (including quantities) or services rendered (including dates)
6. UMC Purchase Order Number
7. Company's Tax Identification Number
8. Bid Number
9. Itemized pricing and total amount due (excluding Sales and Use Tax)
10. Percentage Discounts/ Payment Terms (if offered)
11. Company's Invoice Number
12. All corresponding weigh tickets

The successful Bidder is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

18. INVOICE AUDITS

The successful Bidder shall provide to the Owner, within 14 calendar days of the Owner's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the successful Bidder's Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by the Owner's using department(s) and Internal Audit Department. Discrepancies found in the report will require the successful Bidder to update the report no later than 7 calendar days after notification by the Owner. In the event that the successful Bidder undercharged the Owner, the Owner shall reimburse the successful Bidder within 14 calendar days. In the event that the successful Bidder overcharged the Owner, the successful Bidder shall reimburse the Owner within 14 calendar days. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

19. PARTIAL PAYMENTS

Partial payment requested will be accepted only at the sole discretion of the Owner.

20. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, the Owner reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of the successful Bidder's obligations under this contract, in whatever manner the Owner determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to the contract be made during the contract term, a written amendment detailing those elements shall be executed by the successful bidder and the Owner.

21. WARRANTY

The successful Bidder shall guarantee all workmanship, materials, and equipment they have furnished for a period of 1 year after the final acceptance of the equipment and/or materials. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by the Owner, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship within 5 calendar days after notification.

22. PRICE ADJUSTMENT REQUESTS

Prices shall not be subject to change during the initial contract year. The price adjustment period(s) (PAP) shall be annually commencing on April 1, 2010. All price adjustment requests, including suitable proof, shall be submitted, at least 60 calendar days in advance of the PAP, to the University Medical Center, Contracts Management, 1800 West Charleston Boulevard, Las Vegas, NV 89102. A price adjustment can only occur if the successful Bidder has been notified in writing of Owner's approval of the new Price(s). Only one written price adjustment request(s) will be accepted from the successful Bidder per PAP. Price adjustments shall not be retroactive.

Suitable Proof: Print-out of PPI index and calculated increase/decrease.

Producer Price Index:

The Producer Price Index (PPI) - Industry Data for Industrial Gas Manufacturing (Series ID = pcu325120325120) for the prior 12 month period from date of notification will be used as the index for price adjustments. The price adjustment per PAP may be the lesser of percent of PPI change or 3 percent for an increase or decrease.

Price Decrease: Owner shall receive the benefit of a price decrease to any item during a PAP if the PPI decreases. If, at the point of exercising the price adjustment provision, market indicators and the PPI shows that the prices have decreased, and that the successful Bidder has not passed the decrease on to the Owner, the Owner reserves the right to place the successful Bidder in default, terminate the contract, and such actions will reflect adversely against the successful Bidder in determining the responsibility and non-responsibility of the successful Bidder in future opportunities.

23. PRODUCTS

The successful Bidder shall guarantee that the products provided to Owner shall be of a quality and purity required of medical gases.
24. VENDOR'S STOCK

The successful Bidder shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

25. SUBSTITUTIONS

Specifications are intended to show kind and quality required and are not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

1. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and/or dimensional drawings.
2. Proof, satisfactory to Owner, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.
3. Equivalent items may be subject to performance testing.

26. NO SUBSTITUTE

"No Substitute" means there is only one brand name product that is acceptable to perform the function required by the using department.

27. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

28. SAFETY AND HANDLING PROCEDURES

1. Successful Bidder will provide Material Safety Data Sheets (MSDS) and technical product bulletins for all gases provided. Successful Bidder will notify Owner's facility operations personnel of any changes in the safety and handling of the gases during the term of the Contract.
2. Successful Bidder shall provide training of Owner's personnel in the proper handling of all gases, as requested.

29. RESPONSIBILITY FOR SECURITY

1. Successful Bidder shall at all times conduct all operations under the contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. Successful Bidder shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to Owner's property. Successful Bidder shall continuously inspect all its work, materials, delivery vehicles, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
2. Successful Bidder shall comply with all applicable laws and regulations. Successful Bidder shall employ adequate security measures to protect Owner's property and shall promptly comply with any security requirements established by Owner. Such compliance with these security requirements shall not relieve Successful Bidder of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner Successful Bidder's obligation to undertake reasonable action as required to avoid damage to Owner's property, and to provide protection for Owner's property.
III - SPECIAL CONDITIONS

BID NO. 2009-01
Cylinder Medical Gases

None
### INTENT:
These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the Bidder.

**BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM AND MAKE AN ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATIONS, INDICATING ANY VARIANCES IN THE SPECIFICATION. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Agree / Disagree (include variances)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SP.1 Empty Tank Pickup Requirements</strong>&lt;br&gt;All Locations: Empty tanks shall be picked up at time of delivery of full tanks by successful bidder at any UMC location. Quantity of empty tanks picked up shall be reported monthly.</td>
<td>Agree</td>
</tr>
<tr>
<td><strong>SP.2 Vendors' Stock</strong>&lt;br&gt;The successful Bidder shall maintain appropriate stock to meet all Owner delivery requirements.</td>
<td>Agree</td>
</tr>
<tr>
<td><strong>SP.3 Bidder's Representation</strong>&lt;br&gt;Successful Bidder acknowledges he/she has visited the sites and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Successful Bidder accepts the premises in its present physical condition, and agrees to make no demands upon Owner for any improvements or alterations thereto.&lt;br&gt;&lt;br&gt;Successful Bidder recognizes that during the course of this agreement, interfacing activities may be conducted by hospital work forces and other contracted parties that may hinder their work. These activities may include but not be limited to, special events, landscape refurbishment, construction and/or storm-related operations. The Successful Bidder may be required to modify or curtail certain of his operations during these periods and shall promptly comply with any request by the Director of Materials Management or designee.</td>
<td>Agree</td>
</tr>
<tr>
<td><strong>SP.4 Damages by Successful Bidder</strong>&lt;br&gt;All damages to existing facilities caused by the successful Bidder or his employees or agents shall be repaired or replaced at the Successful Bidder's expense. All damages caused by the Successful Bidder's action or inaction shall also be the Successful Bidder's responsibility.</td>
<td>Agree</td>
</tr>
<tr>
<td><strong>SP.5 Non-Interference</strong>&lt;br&gt;Successful Bidder shall not interfere with the public use of the premises and shall conduct his operations so as to offer the least possible and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.</td>
<td>Agree</td>
</tr>
<tr>
<td><strong>SP.6</strong>&lt;br&gt;Bidders must submit a list of four current customers as references to include phone numbers and e-mail addresses.</td>
<td>Agree</td>
</tr>
<tr>
<td><strong>SP.7 Option 2 - On-site medical gas management program</strong>&lt;br&gt;Owner will consider bids for an on-site medical gas management program to be managed by successful Bidder. If Bidder is interested in providing a bid for such a program, Bidder must attach information about the proposed program, including a Scope of Work that details what is included in the program.</td>
<td>Agree</td>
</tr>
</tbody>
</table>
**Technical Specifications (Revised)**
Bid No. 2009-01
Cylinder Medical Gases

SP.8 Provide location of bidder’s certified medical gas fill plant.

The specifications below are an overall general list of products / usage currently in place within the UMC System.

Conversion of majority of existing Oxygen E cylinders to an integrated regulator and tank product will be required.

<table>
<thead>
<tr>
<th>Description</th>
<th>Size</th>
<th>Estimated Annual Usage (ea)</th>
<th>Current Inventory Levels (Hospital)</th>
<th>Current Inventory Levels (Quick Care, all locations combined)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argon UHP</td>
<td>6000 psil</td>
<td>5</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Argon UHP</td>
<td>35 cu ft</td>
<td>15</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td></td>
<td>20 lb</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td></td>
<td>E 210</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td></td>
<td>H 125</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Compressed Air</td>
<td></td>
<td>E 100</td>
<td>61</td>
<td></td>
</tr>
<tr>
<td>Compressed Air</td>
<td></td>
<td>H 65</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Helium UHP</td>
<td></td>
<td>6000 psi</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>Helium/Oxygen 70/30</td>
<td></td>
<td>H 158</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Nitrogen</td>
<td></td>
<td>E 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nitrogen</td>
<td></td>
<td>T 415</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>Nitrogen</td>
<td></td>
<td>H 10</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Nitrous Oxide</td>
<td></td>
<td>E 10</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Nitrous Oxide</td>
<td></td>
<td>G 60</td>
<td>20</td>
<td>4</td>
</tr>
<tr>
<td>Oxygen</td>
<td></td>
<td>H 10</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Oxygen (with integrated regulator)</td>
<td></td>
<td>E 9000</td>
<td>803</td>
<td>125</td>
</tr>
<tr>
<td>5% Carbon Dioxide 21% Oxygen Balance Nitrogen Size 200 Clinical Blood Gas</td>
<td>E, 200</td>
<td>Minimal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5% Carbon Dioxide 21% Oxygen Balance Nitrogen Size 200 Clinical Blood Gas</td>
<td></td>
<td>200</td>
<td>Minimal</td>
<td></td>
</tr>
<tr>
<td>21% Oxygen Balance Nitrogen Precision Blend Pulmonary Function Mix</td>
<td></td>
<td>H, Minimal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21% Oxygen Balance Nitrogen Precision Blend Pulmonary Function Mix</td>
<td></td>
<td>E, Minimal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21% Oxygen Balance Nitrogen Precision Blend Pulmonary Function Mix</td>
<td></td>
<td>ME, Minimal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10% Carbon Dioxide Balance Nitrogen Clinical Blood Gas</td>
<td></td>
<td>H, Minimal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10% Carbon Dioxide Balance Nitrogen Clinical Blood Gas</td>
<td></td>
<td>E, Minimal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10% Carbon Dioxide Balance Nitrogen Clinical Blood Gas</td>
<td></td>
<td>200, Minimal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.3% Carbon Monoxide 0.3% Methane 21% Oxygen Balance Nitrogen Lung Diffusion</td>
<td></td>
<td>H, 3</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>4% Carbon Dioxide 16% Oxygen Balance Nitrogen Clinical Blood Gas</td>
<td></td>
<td>ME, Minimal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Current hospital delivery schedule is Monday, Wednesday and Friday of each week

Current Quick Care delivery schedule is on a call-in basis. It varies at each quick care location, but it averages about 2 deliveries per location per month.
UMC Hospital requested information for Medical Cylinder Gases Bid # 2009-01

Airgas Inc 24 Hour Emergency Numbers are: 1-800-224-7424 or 1-800-2AIRGAS

Current Customer References:

1) Tom Southwick, Director of Respiratory St Rose Dominican Hospital 702-616-5520 Email: Thomas.Southwick@chw.edu
2) Kim Crumply, Director Materials Management, Kindred Hospital 702-871-1418 ext 1331 Email: kim.Crumpley@kindredhealthcare.com
3) Myra Townsend, Director, Supply Chain, Southern Hills Hospital 702-880-2915 Email: myra.townsend@hcahealthcare.com
4) John Steinmetz, Manager Respiratory Therapy, Sunrise Hospital 702-731-8070 Email: john.steinmetz@hcahealthcare.com
University Medical Center of Southern Nevada

V - BID FORM (Revised)
BID NO. 2009-01, Cylinder Medical Gases

Name of Firm: Airgas West Inc.

This bid is submitted in response to the Owner's Invitation To Bid and is in accordance with all conditions and specifications in this document.

Lot 1 - Cylinder Medical Gases

<table>
<thead>
<tr>
<th>Description</th>
<th>Cylinder Size</th>
<th>Cylinder Volume (SCF)</th>
<th>Estimated Monthly Quantity</th>
<th>Bidder's Cylinder Rental Price (per cylinder per month)</th>
<th>Cylinder Rental Total Estimated Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oxygen, USP, Compressed (with integrated regulator, handle and 50 psi port)</td>
<td>E</td>
<td>25</td>
<td>800</td>
<td>$1.50</td>
<td>$120.00</td>
</tr>
<tr>
<td>Oxygen, USP, Compressed</td>
<td>H</td>
<td>282</td>
<td>6</td>
<td>$2.50</td>
<td>$180.00</td>
</tr>
<tr>
<td>Air, Medical, Compressed, USP</td>
<td>E</td>
<td>23.5</td>
<td>10</td>
<td>$1.50</td>
<td>$180.00</td>
</tr>
<tr>
<td>Air, Medical, Compressed, USP</td>
<td>H</td>
<td>233</td>
<td>10</td>
<td>$1.50</td>
<td>$300.00</td>
</tr>
<tr>
<td>Carbon Dioxide, USP, Liquid</td>
<td>20 lb</td>
<td>20 lbs</td>
<td>4</td>
<td>$1.50</td>
<td>$120.00</td>
</tr>
<tr>
<td>Carbon Dioxide, USP, Liquid</td>
<td>28 lbs</td>
<td>28</td>
<td>4</td>
<td>$1.50</td>
<td>$504.00</td>
</tr>
<tr>
<td>Carbon Dioxide, USP, Liquid</td>
<td>50 lbs</td>
<td>50</td>
<td>10</td>
<td>$1.50</td>
<td>$300.00</td>
</tr>
<tr>
<td>Nitrogen, NF, Compressed</td>
<td>E</td>
<td>6.7 lbs</td>
<td>15</td>
<td>$1.50</td>
<td>$270.00</td>
</tr>
<tr>
<td>Nitrogen, NF, Compressed</td>
<td>H</td>
<td>254</td>
<td>15</td>
<td>$1.50</td>
<td>$450.00</td>
</tr>
<tr>
<td>Nitrogen, NF, Compressed</td>
<td>T</td>
<td>304</td>
<td>36</td>
<td>$1.50</td>
<td>$450.00</td>
</tr>
<tr>
<td>Nitrous Oxide, USP, Liquid</td>
<td>6.7 lbs</td>
<td>35</td>
<td>3</td>
<td>$2.50</td>
<td>$80.00</td>
</tr>
<tr>
<td>Nitrous Oxide, USP, Liquid</td>
<td>50 lbs</td>
<td>50</td>
<td>20</td>
<td>$2.50</td>
<td>$500.00</td>
</tr>
<tr>
<td>Helium, USP, Medical Compressed</td>
<td>K</td>
<td>218</td>
<td>3</td>
<td>$2.50</td>
<td>$90.00</td>
</tr>
<tr>
<td>Heliox Mix 70/30, USP, Medical</td>
<td>H</td>
<td>10</td>
<td>X</td>
<td>$2.50</td>
<td>$300.00</td>
</tr>
<tr>
<td>Argon, UHP</td>
<td>35 cu ft</td>
<td>35</td>
<td>3</td>
<td>$2.50</td>
<td>$90.00</td>
</tr>
<tr>
<td>0.3% Carbon Monoxide, 0.3% Methane, 21% Oxygen, Balance Nitrogen, Lung Diffusion Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Lot 1 A - Cylinder Rental Total Annual Estimated Bid Amount $37,794.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Cylinder Size</th>
<th>Cylinder Volume (SCF)</th>
<th>Estimated Annual Quantity</th>
<th>Bidder's Price (per cylinder) (includes delivery and all other charges)</th>
<th>Total Estimated Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oxygen, USP, Compressed (with integrated regulator, handle and 50 psi port)</td>
<td>E</td>
<td>25</td>
<td>9,000</td>
<td>$3.35</td>
<td>$30,150.00</td>
</tr>
<tr>
<td>Air, Medical, Compressed, USP</td>
<td>H</td>
<td>282</td>
<td>10</td>
<td>$3.25</td>
<td>$280.50</td>
</tr>
<tr>
<td>Air, Medical, Compressed, USP</td>
<td>E</td>
<td>100</td>
<td>125</td>
<td>$3.25</td>
<td>$393.75</td>
</tr>
<tr>
<td>Carbon Dioxide, USP, Liquid</td>
<td>20 lb</td>
<td>20 lbs</td>
<td>3</td>
<td>$3.25</td>
<td>$81.00</td>
</tr>
<tr>
<td>Carbon Dioxide, USP, Liquid</td>
<td>6.7 lbs</td>
<td>210</td>
<td>6</td>
<td>$3.25</td>
<td>$132.00</td>
</tr>
<tr>
<td>Carbon Dioxide, USP, Liquid</td>
<td>50 lbs</td>
<td>125</td>
<td>6</td>
<td>$3.25</td>
<td>$1843.75</td>
</tr>
<tr>
<td>Nitrogen, NF, Compressed</td>
<td>E</td>
<td>6.7 lbs</td>
<td>10</td>
<td>$3.30</td>
<td>$39.00</td>
</tr>
<tr>
<td>Nitrogen, NF, Compressed</td>
<td>H</td>
<td>254</td>
<td>10</td>
<td>$3.25</td>
<td>$75.00</td>
</tr>
<tr>
<td>Nitrogen, NF, Compressed</td>
<td>T</td>
<td>415</td>
<td>6</td>
<td>$3.25</td>
<td>$62.50</td>
</tr>
<tr>
<td>Nitrous Oxide, USP, Liquid</td>
<td>6.7 lbs</td>
<td>10</td>
<td>X</td>
<td>$10.35</td>
<td>$103.50</td>
</tr>
<tr>
<td>Nitrous Oxide, USP, Liquid</td>
<td>50 lbs</td>
<td>50</td>
<td>X</td>
<td>$14.50</td>
<td>$725.00</td>
</tr>
<tr>
<td>Helium, USP, Medical Compressed</td>
<td>K</td>
<td>218</td>
<td>6</td>
<td>$32.00</td>
<td>$312.00</td>
</tr>
<tr>
<td>Heliox Mix 70/30, USP, Medical</td>
<td>H</td>
<td>100</td>
<td>X</td>
<td>$32.00</td>
<td>$11,376.00</td>
</tr>
<tr>
<td>Argon, UHP</td>
<td>35 cu ft</td>
<td>35</td>
<td>10</td>
<td>$32.00</td>
<td>$11,376.00</td>
</tr>
<tr>
<td>0.3% Carbon Monoxide, 0.3% Methane, 21% Oxygen, Balance Nitrogen, Lung Diffusion Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Lot 1 B - Gas Total Annual Estimated Bid Amount $53,306.75
Lot 1 Cylinder Medical Gases Total Annual Estimated Bid Amount

<table>
<thead>
<tr>
<th>Description</th>
<th>Cylinder Size</th>
<th>Cylinder Volume (SCF)</th>
<th>Estimated Monthly Quantity</th>
<th>Bidder's Cylinder Rental Price (per cylinder per month)</th>
<th>Cylinder Rental Total Estimated Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argon, UHP</td>
<td>6K</td>
<td></td>
<td>4</td>
<td>$6.00</td>
<td>$288.00</td>
</tr>
<tr>
<td>Helium</td>
<td>6K</td>
<td></td>
<td>3</td>
<td>$6.00</td>
<td>$216.00</td>
</tr>
</tbody>
</table>

Lot 1 B - Gas Total Annual Estimated Bid Amount $53,308.75

Lot 1 - Total Annual Estimated Bid Amount $81,100.75

Lot 2 - Cylinder Medical Gases

<table>
<thead>
<tr>
<th>Description</th>
<th>Cylinder Size</th>
<th>Cylinder Volume (SCF)</th>
<th>Estimated Annual Quantity</th>
<th>Bidder's Price (per cylinder) (includes delivery and all other charges)</th>
<th>Total Estimated Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argon, UHP</td>
<td>6K</td>
<td></td>
<td>5</td>
<td>$300.00</td>
<td>$1500.00</td>
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<tr>
<td>Helium</td>
<td>8K</td>
<td></td>
<td>5</td>
<td>$245.00</td>
<td>$1225.00</td>
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</table>

Lot 2 A - Cylinder Rental Total Annual Estimated Bid Amount $504.00

Lot 2 B - Gas Total Annual Estimated Bid Amount $2725.00

Lot 2 Cylinder Medical Bases Total Annual Estimated Bid Amount $3229.00

Option 1

<table>
<thead>
<tr>
<th>Description</th>
<th>Cylinder Size</th>
<th>Cylinder Volume (SCF)</th>
<th>Estimated Annual Quantity</th>
<th>Bidder's Price (per cylinder) (includes delivery and all other charges)</th>
<th>Option 1 Total Estimated Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oxygen, USP, Compressed (without built-in regulator, handle and 50 psi port)</td>
<td>E</td>
<td>25</td>
<td>9,000</td>
<td>$2.85</td>
<td>$25,650.00</td>
</tr>
</tbody>
</table>

(If Option 1 is awarded, it will replace the regular Oxygen, USP, Compressed, E sized cylinders)

Option 2

<table>
<thead>
<tr>
<th>Description</th>
<th>Bidder's Monthly Bid Amount</th>
<th>Option 2 Total Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-site medical gas management program (provide full description of proposed program including full details of what is included as an attachment)</td>
<td>$7000.00 X 12 =</td>
<td>$84,000.00</td>
</tr>
</tbody>
</table>

V-2
ATTACHMENTS TO BID FORM

Attachment 1, Subcontractor Information, is attached.

Copies of the Technical Specification pages showing conformance to or variations from the specifications are attached.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>, dated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2/3/09</td>
</tr>
<tr>
<td>2</td>
<td>2/9/09</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with.

ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.

SIGNATURE OF BIDDER

Steve Goebel

NAME OF BIDDER (PRINT OR TYPE)

702-595-0498

PHONE NUMBER OF BIDDER

702-263-5111

FAX NUMBER OF BIDDER

Airgas West Inc.
Corporate Office

LEGAL NAME OF FIRM
4007 Paramount Blvd. #100

ADDRESS OF FIRM
Lakewood CA, 90712

CITY STATE, ZIP
2/10/09

DATE
FOR INFORMATIONAL PURPOSES ONLY:
The above referenced firm is a ☒ MBE ☐ WBE ☐ PBE ☒ SBE ☒ NBE ☐ LBE as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):
An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE):
An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):
An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE):
An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE):
Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):
An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.