COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTG-3221-2026

This contract entered into this 11th day of June 2026 by Arc3 Gases Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide Research and Industrial Equipment & Supplies to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From July 1, 2026 through June 30, 2028, with the option for four (4) two-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, the VHEPC PAC Agreement, Request for Proposal (RFP) number 952642607 dated June 11, 2026, together with Addendum Number 1 To RFP dated April 24, 2026, the proposal submitted by the Contractor dated May 11, 2026 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility.

DS

LB / RN
(Initials)

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor
By: Luke B
(Signature)
Luke Balderson VP Branch Sale and Operations
Name and Title

Virginia Tech
By: DocuSigned by:
Reed Nagel
5EF51DA320D049B...

Reed Nagel
Assistant Vice President and
Director of Procurement

AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this 11th day of June, 2026 by and between Virginia Polytechnic Institute and State University ("the University") and Arc3 Gases Inc. ("Supplier").

TERM

The term of this Publicly Accessible Contract ("PAC") shall remain in effect until the expiration or termination of the Primary Agreement.

WITNESS

WHEREAS, the University and Supplier have executed an agreement, VTG-3221-2026 dated June 11, 2026 (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Supplier will:

A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement ("Third-Party Access").

B. Pay the Virginia Higher Education Procurement Consortium ("Consortium") one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.

C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and

D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.

II. The University will ensure the Consortium:

A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and

B. Maintains a Supplier-approved version of the Supplier's logo on the Consortium website.

III. Payment

A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

Procurement Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

Note 'PAC payment' on check.

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

Reed Nagel, Director of Procurement
procurement@vt.edu
540-231-6221
300 Turner Street NW Suite 2100
Blacksburg, VA 24061

If to Supplier:

Name: Mathew Atkinson
Address: Mathew.Atkinson@Arc3gases.com
Email:
1700 Chamberlayn Ave
Richmond, VA 23222

ACCEPTANCE

For
Virginia Polytechnic Institute
& State University

DocuSigned by:
Reed Nagel
5EF51DA320D049B...

Reed Nagel
Director of Procurement

6/30/2026
Date

For Supplier

Name: Luke Balderson
Title: VP Branch sales and operations
June 26, 2026
Date

Agreement #: VTG-3221-2026-PAC

Request for Proposal # 952642607

For

Research & Industrial Equipment and Supplies

April 10, 2026

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP # 952642607, Research & Industrial Equipment and Supplies

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until **May 11th, 2026 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231-7852 e-mail: lhenry29@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on April 24, 2026. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

****Please note, proposal submission procedures have changed effective March 2023.***

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions**. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: ______________________________ Date: ___________________________

[INCLUDE THIS PAGE]

I. PURPOSE:

A. Background: The Virginia Higher Education Procurement Consortium (VHEPC), on behalf of participating member institutions, is issuing this Request for Proposal (RFP) as part of a coordinated R&D sourcing initiative designed to modernize and streamline research-related contract coverage.

VHEPC represents public institutions of higher education and seeks to establish competitively awarded, category-based contracts that support the diverse and evolving research needs of its members. These contracts are intended for use by VHEPC participating institutions and may also serve as nationally accessible cooperative contracts for eligible public agencies that elect to utilize them.

Historically, research-related procurements have often been addressed through individual contract actions or sole-source justifications based on specialized needs. This initiative replaces fragmented approaches with structured, transparent, and scalable competitive procurement aligned to defined R&D categories.

The objective of this RFP is to establish a pool of qualified firms within the specified category that can provide reliable, compliant, and cost-effective solutions to VHEPC members while maintaining flexibility necessary for research environments.

This RFP is targeted for offerors providing research and industrial supplies used across research and instructional environments as well as industrial applications. This includes general lab consumables, operating supplies, basic laboratory support items, industrial machinery and supplies, etc.

B. Coordinated Multi-Institution Model
Multiple R&D RFPs are being issued concurrently by designated lead institutions within VHEPC. Each RFP corresponds to a distinct and clearly defined category of goods or services.

Each participating institution serves as the issuing authority for its assigned category. However, awarded contracts are intended for use by eligible VHEPC members in accordance with the terms of each solicitation.

This coordinated approach:
- Distributes administrative responsibility across institutions
- Aligns evaluation with subject-matter expertise
- Replaces numerous individual contracts with structured category-based coverage
- Preserves continuity of research operations

C. Category-Based Structure
This RFP corresponds to the following category: **Research and Industrial Supplies.**

Each category is defined based on the primary value delivered, whether capital equipment, consumable products, regulated research inputs, labor-based services, or software platforms.

Category definitions are consistent across all coordinated RFPs to ensure clarity and prevent duplication.

D. Vendor Response Guidance (Important)
Vendors are advised that multiple R&D RFPs are being issued simultaneously under this coordinated initiative.

To prevent duplication and ensure efficient evaluation:
- Vendors should submit a proposal in response to only one RFP category.
- Vendors offering products or services that could reasonably align with more than one category should select the RFP that best represents their primary line of business.
- Vendors should not submit identical or substantially similar proposals to multiple RFPs under this initiative.

If a vendor is uncertain which category is most appropriate, the vendor is strongly encouraged to contact Ryan Balber, VHEPC Director at rbalber@virginia.edu for guidance. VHEPC reserves the right to redirect or reassign proposals if a submission is clearly misaligned with the category scope.

E. Scope Intent
This RFP is intended to establish competitively awarded contracts within the defined category to:

- Reduce reliance on sole-source justifications
- Improve transparency and audit defensibility
- Provide predictable and sustainable contract coverage
- Support diverse and evolving research needs across participating institutions

The resulting contracts are not intended to limit research flexibility, but rather to provide structured, compliant procurement pathways.

F. Coordination and Consistency
While issued by a designated lead institution, this RFP is part of a broader, coordinated VHEPC initiative. Category definitions, evaluation principles, and vendor response guidance are aligned across all related solicitations.

This structure ensures vendors experience a unified and organized market approach despite multiple issuing institutions.

G. Open Enrollment/Additional Opportunities
This RFP establishes an initial award group. Following the initial award, the University reserves the right to open an additional RFP at its sole discretion to establish additional agreements for these goods and/or services, which may occur annually or as operationally needed.

During any subsequent open enrollment period:
- Firms not previously awarded may submit proposals.
- Proposals will be evaluated using the same published criteria.
- Additional contracts may be awarded to qualified Firms.

II. SWaM BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster opportunity in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive SWaM, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate participation through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: https://www.sbsd.virginia.gov/

III. CONTRACT PERIOD:

The term of this contract is for two years, or as negotiated. There will be an option for four (4) two-year renewals, or as negotiated.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: https://eva.virginia.gov/, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

A. Discounts/Logistics: Deep discounts off list are expected. Except for special handling, prices should be inclusive of delivery (FOB Destination).

B. Sales representation: Provide a plan for sales representation. We recognize that not all institution accounts will warrant full-time on-campus representation. Provide a narrative on how you propose to provide this service.

C. Product Satisfaction: The Contractor should act as a customer advocate and coordinator for communications and is responsible for performance and problem resolution. Customer satisfaction will be a determining factor in measuring the Contractor's performance.

D. Warranty: All products purchased under this contract will minimally include the Original Equipment Manufacturer's warranty which will pass directly to Virginia Tech. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of Virginia Tech, except in the event Virginia Tech fails to provide timely notice of product failure to the Contractor. The Contractor should provide contact information for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from the Contractor should be provided to Virginia Tech as an option and priced as discounted off list price.

E. Sustainability: The Contractor is encouraged to address environmental concerns related to the purchase of recycled products, reductions of operating and maintenance costs, improved energy efficiencies, reduction of waste, use of 'green' products, and efforts to reduce consumption of energy, water, and materials.

F. Minimum Order: There shall be no minimum order requirement.

G. Quarterly Reporting Requirements

1. Reporting Obligation
The awarded Contractor shall provide quarterly sales reports to VHEPC for the duration of the contract.

Reports are mandatory regardless of sales volume and must be submitted even if there were no purchases during the reporting period (in which case a "zero sales" report shall be submitted).

Reports shall be submitted electronically no later than thirty (30) calendar days following the end of each calendar quarter.

2. Reporting Format
All reports must be submitted using the VHEPC Unified Quarterly Reporting Template provided as an attachment to this RFP.

Contractors shall not modify the structure, column order, or formatting of the template. Alternative reporting formats will not be accepted.

The template includes:
- A “Quarterly Reporting” tab for VHEPC member purchases
- A “Non-Member Reporting” tab for purchases made by entities accessing the contract under the Publicly Accessible Contract (PAC) structure

3. Member Reporting Requirement
The “Quarterly Reporting” tab shall include item-level detail for all purchases made by VHEPC participating institutions during the reporting period.

Each transaction line shall include, at minimum:
- University
- PO Number
- Order Date
- Invoice Number
- Invoice Date
- Department
- Vendor SKU (if applicable)
- Product Category
- Item Description or Service Description
- Manufacturer Name (if applicable)
- Manufacturer Number (if applicable)
- Unit of Measure
- MSRP (if applicable)
- Contract Price
- Net Price
- Quantity (or Hours for services)
- Extended Volume (total invoiced amount)

Summary-only reporting is not acceptable.

4. Non-Member (PAC) Reporting Requirements
If the Contractor elects to permit third-party access under the Publicly Accessible Contract (PAC) structure, the Contractor shall also complete the “Non-Member Reporting” tab.

The Non-Member Report shall include all item-level transactions associated with non-VHEPC entities that accessed the contract during the reporting period.
The Non-Member Report shall serve as the basis for PAC Annual Fee calculation in accordance with the PAC Agreement.

If no non-member sales occurred, the Contractor shall indicate “No Sales” on the Non-Member Reporting tab.

5. Submission Method
Quarterly reports shall be submitted electronically to:

VHEPC Contract Administrator
Anu Mathew
amathew@virginia.edu

Reports must be submitted in Excel format and shall clearly identify in the title of the excel file:

- Vendor Name
- Contract Number
- Reporting Period (Quarter Ending)

6. Use of Reported Data
   Reported data may be used by VHEPC for:

   - Spend analysis and reporting
   - Pricing consistency review
   - Identification of cost savings opportunities
   - Contract performance monitoring
   - PAC Annual Fee verification

   Reported data will be treated as confidential to the extent permitted by applicable law.

7. Failure to Comply
   Failure to provide accurate and timely quarterly reporting may result in:
   - Withholding of contract renewal or extension
   - Suspension of third-party access privileges
   - Audit review
   - Termination for default in cases of repeated non-compliance

H. Publicly Accessible Contract (PAC) Requirement (see **ATTACHMENT C** for PAC Agreement)

1. Mandatory Execution of PAC Agreement
   As a condition of award, all Offerors awarded a contract under this RFP shall execute the VHEPC Publicly Accessible Contract ("PAC") Agreement.

   Execution of the PAC Agreement is mandatory and is not subject to post-award negotiation.

   The PAC Agreement shall be incorporated by reference into the resulting contract.

2. Optional Third-Party Access
   The PAC Agreement provides a mechanism through which eligible public entities that are not VHEPC participating institutions may elect to access the awarded contract.

   Participation in third-party access is voluntary for the awarded Contractor.

   An awarded Contractor may elect whether to permit third-party access under the PAC structure. Such election shall be documented at the time of contract execution or amended thereafter by mutual agreement.

   No guarantee of third-party usage is made or implied.

3. PAC Annual Fee
   If an awarded Contractor elects to permit third-party access and receives revenue from non-VHEPC entities under the PAC structure, the Contractor shall remit a Publicly Accessible Contract Annual Fee equal to one percent (1%) of revenue received from such non-VHEPC entities, in accordance with the PAC Agreement.

The PAC Annual Fee:

- Applies only to revenue received from non-VHEPC entities utilizing third-party access
- Does not apply to purchases made by VHEPC participating institutions
- Shall not be invoiced or passed through as a separate line item to participating institutions

Offerors shall incorporate any anticipated PAC-related costs into their proposed pricing.

4. Reporting and Reconciliation
Contractors electing to permit third-party access shall submit quarterly Non-Member (PAC) reports in accordance with the RFP Reporting Requirements section.

Reported data shall serve as the basis for PAC Annual Fee calculation.

VHEPC reserves the right to reconcile reported revenue against PAC fee remittance.

5. Future Open Enrollment Applicability
All firms awarded under future open enrollment generations of this RFP shall be subject to the same PAC execution requirement.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Provide a summary overview of the company, including qualifications and experiences, geographical operations, unique services provided to the higher education marketplace and any envisioned company changes including planned technological advances and acquisitions.

2. List all contact information for ordering, invoicing, customer service, etc.

3. Describe delivery options and policies including special handling charges, installation and training if required for the items being offered. **All orders shall be FOB destination**. Include information regarding delivery costs and/or free delivery. Specify costs in Attachment B Pricing Schedule.

4. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.

5. Describe return policy (including replacement of defective, broken, or damaged items) and identify any associated costs. Any costs to be specified in **Attachment B Pricing Schedule**.

6. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.

7. Identify any other goods or services offered to Virginia Tech and associated costs as specified in **Attachment B Pricing Schedule**.

8. Participation of SWaM Business:

   If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at http://www.sbsd.virginia.gov/

9. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

D. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

   a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

      Any proprietary information should be clearly marked in accordance with 2.d. below.

   b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked *"Redacted Copy"* within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

      No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

   b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

   c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. -The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

Criteria	Maximum Point Value
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	25
4. Cost (or Price)	15
5. Participation of SWaM Business	10
Total	100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

X. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: http://www.procurement.vt.edu/vendor/wellsone.html or contact the procurement officer identified in the RFP.

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIII. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XV. CONTRACT ADMINISTRATION:

A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

C. Levi Henry, Senior Contracting Officer, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVI. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Pricing Schedule
Attachment C – PAC Agreement

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:
https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS.

1. **ADDITIONAL GOODS AND SERVICES**: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

2. **AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

3. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. **CANCELLATION OF CONTRACT**: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. **CONTRACT DOCUMENTS**: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

6. **IDENTIFICATION OF PROPOSAL**: Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.

7. **NOTICES**: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.

8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

9. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: https://www.procurement.vt.edu/content/dam/procurement_vt_edu/itprocurement/Data_Security_FERPA_Addendum_2024.docx.

10. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

11. **ELECTRICAL INSTALLATION:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.

12. **INSURANCE**
    By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
    During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.
    INSURANCE COVERAGES AND LIMITS REQUIRED:
    A. Worker's Compensation - Statutory requirements and benefits.
    B. Employers Liability - $100,000.00
    C. General Liability - $2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
    D. Automobile Liability - $500,000.00
    E. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract

13. **LABELING OF HAZARDOUS SUBSTANCES**: If the items or products requested by this solicitation are "Hazardous Substances" as defined by the # 3.1-250 of the Code of Virginia (1950), as amended, or # 1261 of Title 15 of the United States Code, then the offeror/bidder, by submitting its Proposal/Bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror/bidder does not violate any of the prohibitions of # 3.1-252 of the Code of Virginia or Title 15 U.S.C. # 1263.

14. **LICENSE TO USE VIRGINIA TECH LICENSED INDICIA**: By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: http://clc.com/Licensing-Info.aspx*.

15. **ORDERS**: Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.

16. **PRICE ESCALATION/DEESCALATION**: Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

    The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

    "Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

17. **SPECIAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

18. **SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

19. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a

turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

20. **WARRANTY (COMMERCIAL):** The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation.

Attachment B

Pricing Schedule

The offeror shall provide pricing using the template below as applicable. The pricing schedule should include percentage off list price for specific manufacturer/product lines and/or categories. The “volume tier” section is intended to allow the offeror to provide volume-based incentives if applicable.

Product Category	Manufacturer	List Price	Discount %	Net Price	UOM	Volume Tier (if applicable)

Attachment C
AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this [Date] day of [Month, Year] by and between [VASCUPP MEMBER NAME], ("the University") and [Supplier NAME] ("Supplier").

TERM

The term of this Publicly Accessible Contract ("PAC") shall remain in effect until the expiration or termination of the Primary Agreement.

WITNESS

WHEREAS, the University and Supplier have executed an agreement, [CONTRACT NUMBER], dated [CONTRACT DATE] (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Supplier will:

A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement ("Third-Party Access").

B. Pay the Virginia Higher Education Procurement Consortium ("Consortium") one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.

C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and

D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.

II. The University will ensure the Consortium:

A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and

B. Maintains a Supplier-approved version of the Supplier's logo on the Consortium website.

III. Payment

A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

Procurement Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

Note ‘PAC payment’ on check.

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, on the next business day of the receiver. All such notices will be addressed to a party at such party’s address as shown below.

If to the University:

[Lead School Procurement Director]
[Lead School Procurement Address & Contact Info]

If to [Supplier]:

[Supplier Contact]
[Supplier]
[Address]
Email: [Supplier Email]

ACCEPTANCE

For [Lead Institution]	For [Supplier]
______________________	______________________
[Lead Procurement Director] [Lead Job Title]	[Supplier Contact] [Supplier Contact Title]
____________ Date	____________ Date

Agreement #: [Contract-Number]-PAC

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PROCUREMENT DEPARTMENT

ADDENDUM NO. 1

DATE:	**April 24, 2026**
TO:	**All Offerors**
FROM:	Levi Henry, Senior Contracts Officer
TOTAL PAGE(S):	**2**
SOLICITATION TITLE:	Research & Industrial Equipment and Supplies
SOLICITATION NUMBER:	952642607

I. CLARIFICATIONS AND ADDITIONAL INFORMATION

1. The VHEPC Quarterly Reporting Template referenced in the RFP is included as an attachment as part of this addendum. ***Please note that not all fields are required, and we are flexible in allowing the offeror to do the best they can to provide the data as it applies to their product/service offering.

II. REQUESTS FOR INFORMATION

1. Can the eVA transparency reports be utilized to fulfill the VHEPC member reporting requirements?

   VHEPC already incorporates eVA data into their PO and P-card datasets. The vendor provided invoice data is usually much better and necessary to calculate rebates and PAC fees accurately, and therefore the eVA transparency reports would not be sufficient. However, please be advised that not all fields are required on the template.

2. What criteria must be met for purchases to be attributed to the contract?

   After contract award, each contract will be assigned a specific #. We request that all quotes and/or invoices provided to Virginia Tech during the contract term reference this contract #, and include the appropriate contract pricing.

3. We understand that the PAC requirement is not subject to post-award negotiation. However, would an alternative structure be considered as part of the proposal?

   At this time we are not entertaining alternative structures as the goal is to have a streamlined process.

4. Please clarify whether the Additional Terms and Conditions included in Attachment A are subject to post-award negotiation, or if redlines should be included with the proposal submission.

   We will negotiate terms and conditions during the negotiations phase after the submission deadline has passed. Redlines do not need to be included with the proposal submission.

5. For suppliers that are not designated as SWaM businesses and do not have opportunities to subcontract, are there any opportunities to support initiatives to utilize SWaM businesses?

   Absolutely. Virginia Tech has dedicated personnel to support SWaM utilization and will partner with you to help support initiatives post contract award. However, for the SWaM points allocation, points are only awarded to SBSD certified SWaM companies and/or usage of certified subcontractors.

6. Please confirm if an alternative to FOB destination delivery would be considered as part of the proposal.

   Alternatives may be considered but only in the event where ownership of the goods passes to the University at the point of delivery.

7. Please confirm whether the requirement to submit invoices for goods provided under the contract applies exclusively to orders placed by Virginia Tech.

   If referring to section IX. INVOICES, yes that is strictly for Virginia Tech orders.

8. Please confirm the anticipated timeline for contract award issuance and the expected effective date of the contract.

   Our goal is to establish contract awards as timely as possible. Once the submission deadline has passed, we will enter negotiations prior to establishing contract awards. The timeline will be dependent upon successful negotiations. ***Please be advised that redlining terms and conditions will significantly delay the contract award timeline.

Attn:
Virginia Tech.

Subject:
Compressed Gases/Bulk Gases

REF:
RFQ 952642607VT

ARC3 Gases:
Alan Edmonston
Manager - Gov't/Mil Dept.
(757) 355-6421
alan.edmonston@arc3gases.com

TIN: 463814448
SAMS UIE: KCJ4YDM82AV5
DUNS: 079626705
Cage Code: 7B9U5
VA SCC: 0081981-3

Attachments:

Alan Edmonston
Government and Military Sales Specialist
Office: (757) 355-6421 | Cell: (757) 377-0505
alan.edmonston@arc3gases.com

Gas	Classification	Cylinder Size	SUP PART	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4
5% H2/BAL NITROGEN	INDUSTRIAL	200	G01 NI2D94-200	**$ 54.71**	$ 57.59	$ 60.63	$ 63.83	$ 67.19
5%CD/BAL OXYGEN	INDUSTRIAL	200	G01 OX2H29-200	**$ 53.26**	$ 56.06	$ 59.02	$ 62.13	$ 65.40
25%CD/BAL ARGON	INDUSTRIAL	80	G01 SP101-080	**$ 32.56**	$ 34.28	$ 36.09	$ 37.99	$ 39.99
25%CD/BAL ARGON	INDUSTRIAL	150	G01 SP101-150	**$ 38.95**	$ 41.00	$ 43.16	$ 45.44	$ 47.84
25%CD/BAL ARGON	INDUSTRIAL	300	G01 SP101-300	**$ 53.27**	$ 56.08	$ 59.04	$ 62.15	$ 65.43
15% CD/BAL ARGON	INDUSTRIAL	300	G01 SP103-300	**$ 51.74**	$ 54.47	$ 57.34	$ 60.36	$ 63.54
10% CD/ BAL ARGON	INDUSTRIAL	200	G01 SP104-300	**$ 53.27**	$ 56.08	$ 59.04	$ 62.15	$ 65.43
8%CD/BAL ARGON	INDUSTRIAL	300	G01 SP105-300	**$ 53.27**	$ 56.08	$ 59.04	$ 62.15	$ 65.43
3% CD/BAL ARGON	INDUSTRIAL	300	G01 SP110-300	**$ 50.27**	$ 52.92	$ 55.71	$ 58.65	$ 61.74
Acetylene, Industrial	INDUSTRIAL	145	G01 AC145	**$ 56.50**	$ 59.48	$ 62.62	$ 65.92	$ 69.39
Acetylene, Industrial	INDUSTRIAL	B	G01 ACB	**$ 34.71**	$ 36.54	$ 38.47	$ 40.50	$ 42.64
Air, Breathing Grade	INDUSTRIAL	300	G06 BA300	**$ 28.17**	$ 29.66	$ 31.23	$ 32.88	$ 34.62
Argon, Industrial	INDUSTRIAL	300	G01 AR300	**$ 66.08**	$ 69.57	$ 73.24	$ 77.10	$ 81.16
Argon, Industrial	INDUSTRIAL	60	G01 AR060	**$ 20.93**	$ 22.04	$ 23.20	$ 24.43	$ 25.72
Argon, Industrial	INDUSTRIAL	150	G01 AR150	**$ 29.93**	$ 31.51	$ 33.17	$ 34.92	$ 36.76
Argon, Industrial	INDUSTRIAL	80	G01 AR080	**$ 24.75**	$ 26.06	$ 27.44	$ 28.89	$ 30.42
Argon, Liquid	INDUSTRIAL	180L	G01 ARL180	**$ 431.13**	$ 453.83	$ 477.72	$ 502.87	$ 529.34
Argon, Liquid	INDUSTRIAL	230L	G01 ARL230	**$ 543.04**	$ 571.63	$ 601.72	$ 633.39	$ 666.73
Carbon Dioxide, BEV CARB	INDUSTRIAL	200	G05 CD050	**$ 25.54**	$ 26.88	$ 28.30	$ 29.79	$ 31.36
Carbon Dioxide, BEV CARB	INDUSTRIAL	200 (Siphon Tube)	G05 CD050ST	**$ 25.54**	$ 26.88	$ 28.30	$ 29.79	$ 31.36
Carbon Dioxide, BEV CARB	INDUSTRIAL	80 (Siphon Tube)	G05 CD020ST	**$ 22.78**	$ 23.98	$ 25.25	$ 26.58	$ 27.98
Helium, Industrial	INDUSTRIAL	200	G01 HE200	**$ 203.98**	$ 226.65	$ 251.84	$ 279.83	$ 310.93
Helium, Industrial	INDUSTRIAL	300	G01 HE300	**$ 266.01**	$ 295.57	$ 328.42	$ 364.92	$ 405.47
Helium, Liquid	INDUSTRIAL	250L	G01 HEL250	**$ 35.00**	$ 36.85	$ 38.79	$ 40.84	$ 42.99
Helium, Liquid	INDUSTRIAL	100L	G01 HEL100	**$ 35.00**	$ 36.85	$ 38.79	$ 40.84	$ 42.99
Helium, Liquid	INDUSTRIAL	60L	G01 HEL060	**$ 35.00**	$ 36.85	$ 38.79	$ 40.84	$ 42.99
Nitrogen, Industrial	INDUSTRIAL	300	G01 NI300	**$ 16.23**	$ 17.09	$ 17.99	$ 18.94	$ 19.94
Nitrogen, Industrial	INDUSTRIAL	80	G01 NI080	**$ 24.10**	$ 25.38	$ 26.72	$ 28.13	$ 29.62
Nitrogen, Industrial	INDUSTRIAL	200	G01 NI200	**$ 15.51**	$ 16.33	$ 17.19	$ 18.10	$ 19.06
Nitrogen, Industrial	INDUSTRIAL	150	G01 NI150	**$ 15.13**	$ 15.93	$ 16.77	$ 17.66	$ 18.59
Nitrogen, Liquid	INDUSTRIAL	180L	G01 NIL180	**$ 98.70**	$ 103.90	$ 109.37	$ 115.13	$ 121.19

Nitrogen, Liquid	INDUSTRIAL	230L	G01 NIL230	**$ 152.43**	$ 160.46	$ 168.91	$ 177.80	$ 187.16
Nitrogen, Liquid	INDUSTRIAL	Per liter	G25 NILDWR	**$ 5.00**	$ 5.27	$ 5.55	$ 5.85	$ 6.16
Oxygen, Industrial	INDUSTRIAL	200	G01 OX200	**$ 15.83**	$ 16.66	$ 17.54	$ 18.47	$ 19.45
Oxygen, Industrial	INDUSTRIAL	150	G01 OX150	**$ 15.33**	$ 16.14	$ 16.99	$ 17.89	$ 18.84
Propane, Forklift	INDUSTRIAL	33	G01 LP033	**$ 25.70**	$ 27.06	$ 28.49	$ 29.99	$ 31.57
Propane, Industrial	INDUSTRIAL	20lb	G01 LP020	**$ 21.23**	$ 22.35	$ 23.53	$ 24.77	$ 26.08
Carbon Dioxide, Medical	MEDICAL	G (200)	G02 CDG	**$ 35.65**	$ 37.53	$ 39.51	$ 41.59	$ 43.78
Nitrogen, Medical	MEDICAL	200	G02 NIH	**$ 15.01**	$ 15.80	$ 16.64	$ 17.52	$ 18.45
Oxygen, Medical	MEDICAL	E	G02 OXE	**$ 5.94**	$ 6.26	$ 6.59	$ 6.94	$ 7.31
Oxygen, Medical	MEDICAL	H	G02 OXH	**$ 15.24**	$ 16.05	$ 16.90	$ 17.79	$ 18.73
Oxygen, Medical (Liquid)	MEDICAL	180L	G02 OXL180	**$ 106.66**	$ 112.28	$ 118.19	$ 124.42	$ 130.97
Oxygen, Medical (Liquid)	MEDICAL	230L	G02 OXL230	**$ 173.07**	$ 182.18	$ 191.77	$ 201.87	$ 212.50
1.5%OX/BAL NITROGEN	SPEC	80	G03 NI2E89-080	**$ 181.95**	$ 191.53	$ 201.62	$ 212.24	$ 223.42
10% CH4/BAL ARGON	SPEC	30A	G03 AR2A24-030A	**$ 71.21**	$ 74.96	$ 78.91	$ 83.07	$ 87.45
10%CD/10%HY/BAL NITROGEN	SPEC	200	G03 NI3G27-200	**$ 112.88**	$ 118.82	$ 125.08	$ 131.67	$ 138.60
2%OX/BAL NITROGEN	SPEC	80	G03 NI2E82-080	**$ 61.95**	$ 65.21	$ 68.65	$ 72.27	$ 76.08
2.9% H2/Bal Argon	SPEC	200	G03 AR2A51-200	**$ 97.35**	$ 102.48	$ 107.88	$ 113.56	$ 119.54
5%CD/5%HY/BAL NITROGEN	SPEC	300	G03 NI3G26-300	**$ 84.70**	$ 89.16	$ 93.86	$ 98.80	$ 104.00
5%H2/BAL ARGON	SPEC		G03 AR2A18-200	**$ 129.80**	$ 136.64	$ 143.84	$ 151.42	$ 159.39
5%H2/BAL NITROGEN	SPEC	200	G03 NI2D94-200	**$ 55.42**	$ 58.34	$ 61.42	$ 64.66	$ 68.07
Air, Ultra Zero Grade	SPEC	200	G03 CA0.1-200	**$ 48.56**	$ 51.12	$ 53.82	$ 56.66	$ 59.65
Air, Ultra Zero Grade	SPEC	300	G03 CA0.1-300	**$ 50.73**	$ 53.40	$ 56.22	$ 59.18	$ 62.30
Air, Zero Grade	SPEC	200	G03 CA1.0-200	**$ 48.56**	$ 51.12	$ 53.82	$ 56.66	$ 59.65
Air, Zero Grade	SPEC	300	G03 CA1.0-300	**$ 50.73**	$ 53.40	$ 56.22	$ 59.18	$ 62.30
Argon, HP Grade	SPEC	300	G03 AR4.8-300	**$ 82.07**	$ 86.39	$ 90.94	$ 95.73	$ 100.77
Argon, UHP Liquid	SPEC	230L	G03 AR5.0-L230	**$ 687.71**	$ 723.91	$ 762.02	$ 802.13	$ 844.35
Argon, UHP Grade	SPEC	300	G03 AR5.0-300	**$ 59.01**	$ 62.12	$ 65.39	$ 68.84	$ 72.47
Argon, UHP Grade	SPEC	200	G03 AR5.0-200	**$ 77.64**	$ 81.73	$ 86.04	$ 90.57	$ 95.34
Carbon Dioxide, Grade 2.8	SPEC	200	G03 CD2.8-200	**$ 43.64**	$ 45.94	$ 48.36	$ 50.91	$ 53.59
Carbon Dioxide, Instrument Grade	SPEC	200	G03 CD4.0-200	**$ 51.69**	$ 54.42	$ 57.29	$ 60.31	$ 63.49
Helium, Grade 5.5	SPEC	80	G03 HE5.5-080	**$ 149.22**	$ 157.08	$ 165.35	$ 174.06	$ 183.23
Helium, Research	SPEC	300	G03 HE6.0-300	**$ 743.28**	$ 782.40	$ 823.58	$ 866.93	$ 912.56

Helium, UHP	SPEC	150A	G03 HE5.0-150A	**$ 179.59**	$ 199.55	$ 221.73	$ 246.37	$ 273.75
Helium, UHP	SPEC	200	G03 HE5.0-200	**$ 292.35**	$ 324.84	$ 360.94	$ 401.05	$ 445.62
Helium, UHP	SPEC	300	G03 HE5.0-300	**$ 366.79**	$ 407.55	$ 452.84	$ 503.16	$ 559.07
Hydrogen, UHP Grade	SPEC	300	G03 HY5.0-300	**$ 86.78**	$ 91.35	$ 96.16	$ 101.23	$ 106.56
Hydrogen, UHP Grade	SPEC	40	G03 HY5.0-040	**$ 53.59**	$ 56.41	$ 59.38	$ 62.51	$ 65.80
Methane, Grade 2.5	SPEC	80	G03 ME2.5-080	**$ 227.67**	$ 239.66	$ 252.28	$ 265.56	$ 279.54
Methane, Grade 4.0	SPEC	300	G03 ME4.0-300	**$ 940.73**	$ 990.25	$ 1,042.37	$ 1,097.24	$ 1,154.99
Methane, Grade 5.0	SPEC	80	G03 ME5.0-080	**$ 1,085.67**	$ 1,142.81	$ 1,202.96	$ 1,266.28	$ 1,332.93
Nitrogen, Grade 5.5	SPEC	300	G03 NI5.5-300	**$ 72.66**	$ 76.49	$ 80.52	$ 84.76	$ 89.23
Nitrogen, Grade 6.0 (Research)	SPEC	300	G03 NI6.0-300	**$ 293.21**	$ 308.65	$ 324.90	$ 342.00	$ 360.00
Nitrogen, HP Grade	SPEC	300	G03 NI4.8-300	**$ 44.29**	$ 46.63	$ 49.09	$ 51.68	$ 54.40
Nitrogen, UHP GRADE	SPEC	300	G03 NI5.0-300	**$ 44.29**	$ 46.63	$ 49.09	$ 51.68	$ 54.40
Nitrogen, UHP GRADE	SPEC	200	G03 NI5.0-200	**$ 43.77**	$ 46.08	$ 48.51	$ 51.07	$ 53.76
Nitrogen, UHP GRADE	SPEC	40	G03 NI5.0-040	**$ 51.24**	$ 53.94	$ 56.78	$ 59.77	$ 62.92
Nitrogen, UHP GRADE	SPEC	80	G03 NI5.0-080	**$ 51.62**	$ 54.34	$ 57.20	$ 60.22	$ 63.39
Oxygen, UHP Grade	SPEC	80	G03 OX4.3-080	**$ 75.57**	$ 79.55	$ 83.74	$ 88.15	$ 92.79
Oxygen, UHP Grade	SPEC	300	G03 OX4.3-300	**$ 120.22**	$ 126.55	$ 133.22	$ 140.24	$ 147.63
Oxygen, UHP Grade	SPEC	200	G03 OX4.3-200	**$ 105.36**	$ 110.91	$ 116.75	$ 122.90	$ 129.37
Oxygen, UHP Research Grade	SPEC	300	G03 OX5.0-300	**$ 190.80**	$ 200.85	$ 211.43	$ 222.56	$ 234.28
Oxygen, UHP Research Grade	SPEC	200	G03 OX5.0-200	**$ 172.53**	$ 181.62	$ 191.18	$ 201.25	$ 211.85
Oxygen, UHP Research Grade	SPEC	80	G03 OX5.0-080	**$ 126.23**	$ 132.88	$ 139.88	$ 147.25	$ 155.00
					$ -	$ -	$ -	$ -
			Annual Lease	**$ 65.00**	$ 68.43	$ 72.04	$ 75.84	$ 79.84
			Delivery Fee	**$ 55.00**	$ 55.00	$ 55.00	$ 55.00	$ 55.00
			Hazmat Fee					

Branch / Location	Street Address	Covington	State	Zip	Phone
Alexandria	6590 Fleet Drive	Alexandria	VA	22310	571-252-3200
Ashland	11059 Air Park Road	Ashland	VA	23005	804-752-2195
Buena Vista	2603 Beech Avenue	Buena Vista	VA	24416	540-261-4300
Charlottesville	2151 Richmond Rd, Suite 102	Charlottesville	VA	22911	434-529-2301
Chesapeake	3109 S Military Hwy	Chesapeake	VA	23323	757-558-9860
Covington	206 Chapel Drive	Covington	VA	24426	540-962-5510
Farmville	1207 E 3rd Street	Farmville	VA	23901	434-392-9403
Fredericksburg	120 Industrial Drive	Fredericksburg	VA	22408	540-898-5363
Hampton	3 Lockwood Drive	Hampton	VA	23661	757-728-9353
Harrisonburg	620 Belle Circle	Harrisonburg	VA	22801	540-442-7764
Kilmarnock	525 North Main Street	Kilmarnock	VA	22482	804-435-0271
Lynchburg	3416 Odd Fellows Road	Lyhburg	VA	24501	434-847-1234
Manassas	8399 Euclid Avenue	Manassas rk	VA	20111	703-361-0109
Norfolk	304 E 25th Street	Norfolk	VA	23504	757-622-6571
Petersburg	2078 East Whitehill Road	Prie George	VA	23875	804-733-2167
Radford	102 Centre Court	Radford	VA	24141	540-633-6808
Richmond	1700 Chamberlayne Avenue	Richmond	VA	23222	804-644-4521
Richmond - East End	5115 Glen Alden Drive	Richmond	VA	23231	804-222-1222
Roanoke	2100 Plantation Road NE	Roanoke	VA	24012	540-563-2895
Rural Retreat	4300 Black Lick Road	Rural Retreat	VA	24368	276-686-9180
South Hill	1235 West Danville Street	South Hill	VA	23970	434-447-3321
Suffolk	3601 Pruden Boulevard	Suffolk	VA	23434	757-934-2395
Tazewell	29827 Gov. G C Peery Hwy	North Tazewell	VA	24630	276-979-9100
Virginia Beach	549 Progress Lane, Suite 104	Virginia Beach	VA	23454	757-499-5413
Williamsburg	112 Industrial Boulevard	Toano	VA	23168	757-566-1242
Asheville	1800 US Hwy 70, Suite 2	Swannanoa	NC	28778	828-505-7501
Burlington	2277 Hanford Road	Burlington	NC	27215	336-229-9755
Charlotte	518 West 24th Street	Charlotte	NC	28206	704-376-7334
Denver	3841 North Hwy 16	Denver	NC	28037	980-247-9045
Dunn	1636 Hwy 301 South	Dunn	NC	28334	910-891-1920
Durham	1210 Edgar Street	Durham	NC	27701	919-682-4527
Elizabeth City	1363 Hwy 17 South, Suite 13	Elizabeth City	NC	27909	252-264-3515
Fayetteville	206 East Mountain Drive	Fayetteville	NC	28306	910-483-0169
Gaston	209 Garysburg Road	Gaston	NC	27832	252-537-9106
Gastonia	1280 Industrial Avenue	Gastonia	NC	28054	704-864-9765
Goldsboro	611 West Ash Street	Goldsboro	NC	27530	919-736-4418
Greensboro	810 Post Street	Greensboro	NC	27405	336-275-3333
Greenville	1833 Progress Road	Greenville	NC	27834	252-752-3089
Laurinburg	432 Hillside Avenue	Laurinburg	NC	28352	910-277-0250
Lumberton	2308 Collins Street	Lumberton	NC	28358	910-671-0775
Monroe	2411 Nelda Drive	Monroe	NC	28110	704-220-1029
Mt. Airy	397 Hickory Street	Mt. Airy	NC	27030	336-789-9000
New Bern	1100 Old Cherry Point Road	New Bern	NC	28560	252-633-5908

Branch / Location	Street Address	Covington	State	Zip	Phone
Raleigh	3401 South Wilmington Street	Raleigh	NC	27603	919-772-9500
Rockingham	524 East Broad Avenue	Rockingham	NC	28379	910-997-7223
Rocky Mount	105 Coeco Circle	Rocky Mount	NC	27801	252-446-3257
Sanford	3701 Hawkins Avenue	Sanford	NC	27330	919-775-5331
Statesville	1996 Salisbury Road	Statesville	NC	28677	704-872-5281
Wilmington	246 South Carolina Avenue	Wilmington	NC	28402	910-762-1888
Winston-Salem	2305 Lowery Street	Winston-Salem	NC	27101	336-723-9651
Anderson	4009 Hwy 81 South	Anderson	SC	29624	864-296-4725
Charleston	7207 Cross County Road	North Charleston	SC	29418	843-410-4711
Florence	2015 North Cashua Drive	Floree	SC	29501	843-536-8906
Greenville	519 Old Easley Hwy	Greenville	SC	29611	864-269-0471
Lexington	1025 Industrial Court	Lexington	SC	29072	803-356-2868
Augusta	1063 Franke Industrial Drive	Augusta	GA	30909	762-328-1000
Frederick	6836-D English Muffin Way	Frederick	MD	21703	301-444-9696
East Liverpool	49037 Calcutta-Smith Ferry Rd.	East Liverpool	OH	43920	330-385-9353
Baden	3 State Street	Baden	PA	15005	724-251-9500
Blountville	2017 State Route 75	Blountville	TN	37617	423-354-5003
Beverage CO2 Division	1660 Hwy 301 South	Dunn	NC	28334	800-409-4016
Dunn - Corporate	1660 Highway 301 South	Dunn	NC	28334	910-892-4016
Richmond - Regional	1700 Chamberlayne Avenue	Richmond	VA	23222	804-344-1665

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Scott Insurance - Nashville
6700 Tower Circle, Ste 220
Franklin TN 37067

CONTACT NAME: Ami Gardner
PHONE (A/C, No, Ext): 615-224-2654
FAX (A/C, No):
E-MAIL ADDRESS: agardner@scottins.com

INSURED ARC3GAS-01
Arc3 Gases, Inc.; Arcet Equipment Company d/b/a Arc3 Gases North; Machine & Welding Supply Co. d/b/a Arc3 Gases South
1700 Chamberlayne Avenue
Richmond VA 23222

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company (A+)	16535
INSURER B : Axis Surplus Insurance Company (A)	26620
INSURER C : Gotham Insurance Company (A-)	25569
INSURER D : Navigators Specialty Insurance Company (A+)	36056
INSURER E : Great American Insurance Company (A+)	16691
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1782938720 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y		GLO 3433374-05	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY / PRO-JECT / X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP 3433356-09	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB / X OCCUR			P00100040733905	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	WC3433355-09	10/1/2024	10/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability			EX202400005517	10/1/2024	10/1/2025	Each Occur/Aggregate	3,000,000
D	Excess Liability			GA24EXCZ063VTIC	10/1/2024	10/1/2025	Each Occur/Aggregate	5,000,000
E	Excess Liability			TUE 4260696 09	10/1/2024	10/1/2025	Each Occur/Aggregate	20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability - Policy #TXS00110324 - Eff Date 10/1/2024 Exp Date 10/1/2025 - $4,000,000 Each Occur/Aggregate - SiriusPoint Specialty Insurance Corporation
Misc Equip Owned/NonOwned - Policy #D37719389 - Eff Date 10/1/2024 Exp Date 10/1/2025 - $303,500 Limit - Indemnity Insurance Company of North America

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sara Warrick

NAICS CODES

SPRS RATING 110, JANUARY 1ST, 2026

NAICS CODE	NAME	SIZE STANDARD	SMALL BUSINESS
325120	Industrial Gas Manufacturing	1200	Y
423830	Industrial Machinery and Equipment Merchant	500	N
423840	Industrial Supplies Merchant Wholesalers	500	N
424690	Other Chemical and Allied Products Merchant	500	N
532289	All Other Consumer Goods Rental	$12,500,000.00	N
532412	Construction Machinery and Equipment	$40,000,000.00	N
811310	Commercial and Industrial Machinery and Equipment (except Automotive and	$12,500,000.00	N

PSC NUMBERS

3426	METAL FINISHING EQUIPMENT
3441	BENDING & FORMING MACHINES
3442	HYDRAULIC & PNEUMATIC PRESEES, POWER DRIVEN
3443	MECHANICAL PRESEES, POWER DRIVEN
3444	MANUAL PRESSES
3445	PUNCHING AND SHEARING MACHINES
3449	MISC SECONDARY METAL FORMING AND CUTTING MACHINES
3450	MACHINE TOOLS PORTABLE
3455	CUTTING TOOLS FOR MACHINE TOOLS
3456	CUTTING & FORMING TOOLS FOR SECONDARY METALWORKING MACHINERY
3460	MACHINE TOOLS ACCESSORIES
3461	ACCESSORIES FOR SECONDARY METALWORKING MACHINERY
3465	PRODUCTION JIGS FIXTURES AND TEMPLATES
3695	MISC SPECIAL INDUSTRY MACHINERY
3439	MISC WELDING, SOLDERING, BRAZING SUPPLIES & ACCESSORIES
3438	MISC WELDING EQUIP
3436	WELDING POSITIONERS & MANIPULATORS
3433	GAS WELDING, HEAT CUTTING & METALIZING EQUIP
3431	ELECTRIC ARC WELDING EQUIPMENT
6830	GASES: COMPRESSED & LIQUEFIED
6835	MEDICAL GASES

Negotiation Questions

1. **Virginia Tech question:** For the pricing structure you submitted, can you please advise what % discount we are receiving off list price?

   Response: In general discounts are 20%-25%. This will vary depending on educational discounts and locations for sourcing product.

2. **Virginia Tech question:** Provide a summary overview of the company, including qualifications and experiences, geographical operations, unique services provided to the higher education marketplace and any envisioned company changes including planned technological advances and acquisitions.

   Response: Arc3 Gases have over 25 locations in Virginia and a total of 60 locations covering the mid-atlantic region. We service several higher education institutions in our geography, and we understand the importance of service to the universities. We also have a cylinder tracking system (ACM) where we have 100%-cylinder tracking on all our cylinders. The benefit to this system is this eliminates the discussion or hassle of lost cylinders. Each cylinder is barcoded and scanned when dropped of and when cylinders are picked up, they are scanned and come off the proper account they we assigned to. Therefore, if a cylinder is moved from one area to another you can be assured when it is turned in it comes off the right account.

   Arc3 Gases continues to expand both geographically and technologically. Our fill plant operations meet or exceed industry standards, and we continuously enhance our capabilities. Arc3 is one of the few independent distributors in the country able to package helium, nitrogen, oxygen, and argon up to research grade. We also offer electronic-grade gases for semiconductor research.

3. **Virginia Tech question:** List all contact information for ordering, invoicing, customer service, etc.

   Response: There are several ways to place and order; the preferred method is to use our E-Commerce system which gives you the ability to place order and review invoices and pay invoices. You can also reach out to a local branch or local point of contact.

   Blacksburg, VA (VT Campus) Our Radford VA location serves this acct and the local POC is BJ Mims.

4. **Virginia Tech question:** Describe delivery options and policies including special handling charges, installation and training if required for the items being offered. All orders shall be FOB destination.

   Response: Scheduled, Check stop (auto replacement of empties in cylinder farm), Call in for same day/next day on stock items.

5. **Virginia Tech question:** Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.

Response: Standard for gases stocked at our local branches, delivery turnaround time is 1-2 days. For cylinders not set up as a stocked item, the delivery turnaround time is based on manufacturing time and transit. In most cases it is 2-3 weeks. Exceptions can be made depending on circumstance, and there could be associated fees.

6. **Virginia Tech question:** Cost to the University is a major component of this solicitation and one of the 5 factors considered during the award process. Please submit your best and final pricing/discount structure for consideration.

   Response: Understood, and done.

7. **Virginia Tech question:** Are the prices provided with your proposal as favorable (or more favorable) as pricing provided to other Higher Educational Institutions?

   Response: Yes, Arc3 Gases is offering special pricing to the VASCUPP members based on the total volume.

8. **Virginia Tech question:** Do you agree to provide invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

   Response: Yes, Invoices will be provided with in 30 days of delivery, and we can email invoices electronically if the information is provided.

9. **Virginia Tech question:** If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

   Response: Arc3 Gases only has price increases on an annual basis. However, if there is a market shift on a particular product that affects our cost, this will be addressed on a case-by-case basis. The latest example of this would be Helium. We will send out a justification letter explaining the reasoning behind the increase so you are not blind-sided by the increase.

10. **Virginia Tech question:** If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal term?

    Response: Yes, pricing will be held firm for the initial contract period.

11. **Virginia Tech question:** Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

    Response: Yes, we are an active participant in the eVA Procurement system

12. **Virginia Tech question:** Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

Response: Yes

13. **Virginia Tech question:** Are you willing to provide a report at the end of each Virginia Tech Fiscal Year detailing the money saved by the University by utilizing this contract? Virginia Tech's Fiscal Year ends June 30th of each year.

    Response: Yes

14. **Virginia Tech question:** Do you agree that the initial contract period shall be two years?

    Response: Yes

15. **Virginia Tech question:** Upon completion of the initial contract period, do you agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) two-year periods, under the terms of the current contract?

    Response: Agreed.

16. **Virginia Tech question:** Prior to renewal do you agree to revaluate pricing to be sure Virginia Tech is receiving the best possible discount or rate structure you can provide?

    Response: Agreed.

17. **Virginia Tech question:** Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

    Response: Agreed.

18. **Virginia Tech question:** Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?

    Response: Agreed.

19. **Virginia Tech question:** Please describe your turn-around time if emergency services are needed.

    Response: Same day or next day ARO.

20. **Virginia Tech question:** How soon after contract award can you begin providing services?

    Response: Immediately

21. **Virginia Tech question:** Do you acknowledge, agree and understand that your contract is not exclusive, and that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Response: Acknowledged, agreed, and understood.

22. **Virginia Tech question:** Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 952642607 shall govern the contract if a contract is awarded to your company?

    Response: Acknowledged, agreed, and understood.

23. **Virginia Tech question:** If applicable, do you agree to become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity and maintain that certification throughout the term of this contract?

    Response: We do not meet the SWaM requirements.

24. **Virginia Tech question:** Please submit a W-9 on the current IRS Form Revision, and a copy of your Certificate of Insurance that meets the requirements of the solicitation.

    Response: