

**SWC# 212 IMS Gases**  
**Contract Information and Usage Instructions**

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

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

**State Contact Information**

**CPO Contract Administrator:**

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

**Vendor Contact Information:**

Company Name:	<b>Nexair LLC</b>
Edison Contract Number:	75135
Vendor Number:	1205
Vendor Contact Name and Title:	Bryan Howard, Vice President/Area Sales

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

**Technical Assistance Contact:**

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

**Customer Support Center Contact:**

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

**Access to Contract Documents Online:**

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

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

**Corporate Headquarters**

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

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

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

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

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

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

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

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

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

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

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

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

**Walnut**

363 Walnut St  
Memphis, TN 38126

[Directions »](#)

P: 901-348-6888

A: 888-639-2474

F: 901-348-1884

**Hours**

7:30am-5:00pm

**Procedures for Purchasing In-Store:**

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

**Contract Detail and Usage Instructions:**

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

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

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

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

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

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

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

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

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

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

**Requisition and Purchase Order Generation:**

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

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

**Catalogs Discounts and Quotes:**

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

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

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



## nexAir Now Pricing Guide

The following is a step by step pricing check on hardgoods or products, that are not specifically priced within the State of TN contract, SWC-212.

This process shows the final pricing in accordance to the written contract, which is a discount off of List Price.

- Web address or URL for nexAir NOW is [ShopnexAir.com](http://ShopnexAir.com)
- The Credentials for Log in:
  - Email : StatePricing@nexair.com
  - Password : nexair
  - Username : Pricing

Once Logged in, pricing will be visible according to the contracted discount rate

Enter the part number or description in the Search Bar at the top center of the page

- Part number may be a nexAir part number (use no spaces)
- Manufacturer Part number, enter this exactly how the mfg references their number
- Description, this may be general terms or something directly pulled from product information
- Category, product within nexAir Catalog is presented in Company defined categories. These categories are listed in the Blue Menu at the top of the Home Page.



Ordering Product Online may also be done, through your location specific account.

To setup an account, reach out to your nexAir representative, Bryan Howard @ Bryan.Howard@nexair.com

To setup a username for access to the site, reach out to the eCommerce Support Team @ eCommerce@nexair.com

Questions?

Please contact us via email [eCommerce@nexair.com](mailto:eCommerce@nexair.com)

or by telephone at 888.639.2474.