



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID BEST VALUE (IFB-BV)
OFFER SHEET

SOLICITATION NO: EAD0610

COMMODITY/SERVICE DESCRIPTION: Compressed Medical Grade Oxygen

DATE ISSUED: 3/23/15

BID DUE PRIOR TO: 4/8/15, 2:00 PM, local time

REQUISITION NO.: 15022600227

BID OPENING TIME AND DATE: 4/8/15, 2:15 PM, local time

COMMODITY CODE: 43048, 9794555

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Erin D'Vincent
 Senior Buyer Specialist
Erin.DVincent@austintexas.gov
 512-972-4017

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # EAD0610	Purchasing Office-Response Enclosed for Solicitation # EAD0610
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 5 PAPER COPIES OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	4
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
Exhibit A	Restock Schedule	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City’s MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City’s MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information – 3 references of a similar size and scope to Austin Travis County Emergency Medical Services (ATCEMS):

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov no later than 4 PM on Friday, March 27, 2015.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 5 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are annual estimates for the first year of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **DELIVERY REQUIREMENTS:**
- Locations:
See Exhibit A
-
- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices for EMS shall be mailed to the below address:

	City of Austin
Department	EMS Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

Invoices for AFD shall be mailed to the below address:

	City of Austin
Department	Austin Fire Department
Attn:	Accounts Payable
Address	4201 Ed Bluestein
City, State Zip Code	Austin, TX 78721

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

8. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 75%	
Database Name: Producer Price Index-Commodities	
Series ID: WPU067903	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Chemicals and allied products - Industrial gases	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1 – 19	

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Weight % or \$ of Base Price: 25%	
Database Name: Employment Cost Index	
Series ID: CIU2030000300000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Total benefits for Private industry workers in Service occupations, 12-month percent change	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1 – 19	

E. **Calculation:** Price adjustment will be calculated as follows:

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

William Alderete

William.Alderete@austintexas.gov

512-978-0485

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Scope of Work

SOLICITATION NO. EAD0610

Description: Compressed Medical Grade Oxygen

1.0 Purpose

This is an invitation for bid-best value for a thirty six month lease service agreement to provide medical grade oxygen in approved compressed gas cylinders to the Austin Travis County Emergency Medical Services (ATCEMS) and Austin Fire Department (AFD).

The City seeks a qualified vendor who can successfully demonstrate expertise in providing medical grade oxygen in multiple size certified compressed tanks; who can consistently provide a consistent uninterrupted sustainment level of medical grade oxygen; who can demonstrate the ability to manage the physical movement of cylinders throughout the county to various storing points; to ensure the exchange of empty and full tanks is completed as per schedule; to accurately record, document and invoice; and to demonstrate and provide medical oxygen testing analysis.

The successful Vendor shall have the capability to provide a transparent ecommerce system to manage 1) an online restocking schedule 2) the exchange of empty/full cylinders by account and location, by scheduled date and cylinder size; 3) as well as each related e-invoice, itemized to include rental fees, refilling and delivery charges and 4) posted billing summary by account. The Vendor shall post all medical oxygen testing analysis reports, material safety data sheets available for online viewing and all delivery tickets, invoices, reports, test results and material safety data sheets that can be downloadable and viewable online by the Office of the Medical Director or for contract monitoring purposes.

A single aggregate monthly rental cost shall be established for each department account for each size compressed gas cylinder with the cost of per cylinder refill and delivery fees. The successful Vendor shall buyback any City owned cylinders in order to improve effective management of a single stream of compressed medical gases. The City will select the best qualified Vendor who can demonstrate and has the capabilities to provide medical grade oxygen.

2.0 Background

On an annual basis, the Austin Travis County Emergency Medical Services System which includes ATCEMS and AFD first responders respond to approximately 210,000 incidents. In most responses they administer medical grade oxygen during emergency patient treatment.

ATCEMS maintains compressed medical oxygen on 80 ambulances including 40 front line units, 7 command units, 76 powered ambulance cots, 80 treatment bags, 39 stations and 9 prepositioned storage locations. AFD maintains medical oxygen on 75 apparatus trucks with the AFD primary storage at the AFD Air Shop.

ATCEMS has approximately 1000 each size D tanks, 130 each size K tanks, and 20 M4 10 size C tanks and 1 each 125 tank of helium in-use. Of the in-use quantity, ATCEMS owns 500 D tanks and 40 C tanks, 20 M4 size tanks and 6 each size 125 tanks, and one each size 125 tank of helium.

AFD has approximately 600 size D oxygen tanks in-use including those stored at the AFD Air Shop. AFD owns 200 each size D tanks.

Historically it has been proven that due to the movement of compressed medical oxygen cylinders with ATCEMS responding units from station to station or hospital the one-for-one cylinder exchange model is not best suited for ATCEMS and vendor cylinder management. Due to mounting

replacement and maintenance costs of City owned cylinders, it is not in the best interest of the City to retain City-owned cylinders.

3.0 Tasks/Requirements

3.1 Vendor's Responsibilities

3.1.1 The Vendor shall provide medical grade oxygen. The oxygen shall meet Food and Drug Administration (FDA) and USP Regulatory requirements for oxygen used for human consumption.

<http://www.fda.gov/iceci/compliancemanuals/compliancepolicyguidancemanual/ucm074381.htm>

3.1.2 The Vendor shall provide compressed medical oxygen in cylinders that meet or exceed FDA standards including equipment construction and design, labeling and testing, test analysis results:

<http://www.fda.gov/drugs/guidancecomplianceregulatoryinformation/guidances/ucm124716.htm>

3.1.3 The Vendor shall provide Compressed Gas Association (CGA) fittings that meet industry standards and compatible with ATCEMS **and AFD** oxygen connectors.

3.1.4 The Vendor shall accomplish restocking of designated storage locations per ATCEMS and AFD schedules and as agreed to by the Vendor; per stock level, number of tanks, tank sizes and type of gas. See Exhibit A for the ATCEMS and AFD cylinder restocking schedule. The Vendor shall email an e-delivery ticket for each stop. The e-delivery ticket shall include the date, the name of the driver, the full cylinder size and quantity delivered, the empty cylinder size and quantity picked-up.

3.1.5 The Vendor shall provide an online stock replenishment system for ATCEMS and AFD order processing.

3.1.6 The Vendor shall demonstrate the ability to provide medical oxygen and other gases to ATCEMS and AFD in the event of a major medical emergency. The Vendor shall provide a written contingency plan with their bid submission

3.1.7 The Vendor shall be responsible for all cylinder maintenance and upkeep of all medical gas cylinders including hydrostatic testing and fittings. **The Vendor shall provide AFD with D.O.T. hydrostatic certificates for the Vendor, as well as the personnel performing the hydrostatic testing. Per D.O.T. requirements. The Vendor shall provide an online service to report damaged bottles.**

3.1.8 The Vendor shall provide medical grade oxygen in the following cylinder compositions

3.1.8.1	Brushed aluminum	size "M4"	(6 cubic feet)
3.1.8.2	Brushed aluminum	size "C"	(9 cubic feet)
3.1.8.3	Brushed aluminum	size "D"	(15 cubic feet)
3.1.8.4	Steel	size 125	(127 cubic feet)
3.1.8.5	Steel	size 200 "K"	(251 cubic feet)

3.1.9 The Vendor shall be responsible for the accurate accounting of all rental cylinders in-use by ATCEMS and AFD. The Vendor shall demonstrate and provide a

written plan for cylinder accountability, delivery and billing by customer account and storage location.

3.1.10 The Vendor shall offload and store full medical gas cylinders and collect empty gas cylinders at each designated City storage location.

3.1.11 Contract shall exchange AFD's size D oxygen tanks on a "one for one" basis.

3.1.12 Vendor shall provide an online customer order site to process order replacement for contracted compressed medical oxygen as needed.

3.1.13 Delivery tickets shall be auto-emailed to the ATCEMS contract monitor and AFD contract monitor for contract compliance and invoicing verification.

3.2 City's Responsibilities

3.2.1 The City will provide storage space and assign storage locations for compressed medical gas cylinders.

3.2.2 The City will establish maximum authorized stock levels for all prepositioned stored cylinders for each designated storage location.

3.2.3 When feasible, the City will exchange cylinders one for one; empty tanks for full tanks. However, it is expected that the vendor shall maintain cylinder levels based on the number of in-use cylinders but not to exceed the agreed system maximum stock level, unless the City requests an increase.

3.2.4 The City will notify the Vendor when there is a change in authorized stock levels of any size tanks at any approved storage location.

3.2.5 The City will notify the Vendor when there is a change in authorized storage locations.

3.2.6 The City will be responsible for damage or destruction of compressed gas cylinders while the cylinder is in use.

3.2.7 The City will establish a commercial credit card account to ensure the prompt payment of invoices.

4.0 Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Provide FDA and USP grade medical oxygen	Oxygen shall meet or exceed Food and Drug Administration (FDA) and USP Regulatory requirements for oxygen used for human consumption. http://www.fda.gov/iceci/compliancemanuals/compliancepolicyguidancemanual/ucm074381.htm	Testing analysis with written results available for each lot of compressed medical oxygen for online review	100% compliance at all times	3.1.1

Restock designated ATCEMS and AFD cylinder storage locations per schedule and per maximum authorized stock level	The Vendor shall accomplish restocking of designated storage locations per ATCEMS and AFD schedules and as agreed to by the Vendor; per stock level, number of tanks, tank sizes and type of gas. See Exhibit A for the ATCEMS and AFD cylinder restocking schedule.	Restock cylinder storage location per schedule	No missed restocking of designated storage locations and per maximum authorized stock level	3.1.3
Monthly invoice for leased cylinders is verifiable by location	Invoice shall have monthly rental fees and refill fees as separate items	When monthly invoice is submitted		3.1.8

Evaluation Criteria:

Price – 51 points – Bidder with the lowest overall cost. The bidder with the lowest cost is awarded the maximum points; other bidders are awarded points on a pro-rated basis

Cylinder Accounting - 15 points

Written procedures to manage delivery schedule, accountability of empty and full medical oxygen cylinders, cylinder exchange procedures at delivery points, delivery ticket, invoicing required at the time of bid submittal

e-Commerce – 15 points

Demonstrate online testing analysis reports posting, online delivery scheduling, electronic delivery ticket, electronic invoicing, payment processing, posting applicable material safety data sheets, on-line stock replenishment (ordering system)

Contingency Plan – 4 points

Written procedures to describe how vendor will maintain and provide sustained medical gas support in the event of a major event such as power outage, mass casualty

Local Business Presence – 10 points

Buyback – 5 points

The bidder with the highest buyback is awarded the maximum points; other bidders are awarded points on a pro-rated basis

Exhibit A

LOCATION	AUTHORIZED LEVEL FOR D TANKS	AUTHORIZED LEVEL FOR K TANKS	AUTHORIZED LEVEL FOR C TANKS	ANTICIPATED RESTOCK SCHEDULE
EMS Warehouse 4201 Ed Bluestein Austin, TX 78721	100 size D tanks	5 size K tanks	10 size C tanks	Tuesday/Thursday before 10 AM
EMS Headquarters 15 Waller Street Austin, TX 78702	5 size D tanks	3 size K tanks	not stocked at this location	Tuesday/Thursday before 10 AM
Brackenridge Hospital 601 East 15th Street Austin, Texas 78701	40 size D tanks	5 size K tanks	not stocked at this location	Monday Wednesday Friday before 10 AM
Station 1 3616 South 1st Austin, Texas 78704	20 size D tanks	5 size K tanks	not stocked at this location	Monday Wednesday Friday before 10 AM
Station 5 5710 N. Lamar Austin, Texas 78752	10 size D tanks	5 size K tanks	not stocked at this location	Monday Wednesday Friday before 10 AM
Station 7 8989 Research Blvd Austin, Texas 78758	10 size D tanks	5 size K tanks	not stocked at this location	Monday Wednesday Friday before 10 AM
Station 19 10111 Anderson Mill Road Austin, Texas 78750	10 size D tanks	5 size K tanks	not stocked at this location	Monday Wednesday Friday before 10 AM
Station 29 12711 Harris Glen Austin, Texas 78750	10 size D tanks	5 size K tanks	not stocked at this location	Monday Wednesday Friday before 10 AM
Austin Fire Department Air Shop 2011 E. 51st Street Austin, Texas 78723	100 size D tanks	5 size K tanks	not stocked at this location	Tuesday's