



Amendment No. 4
To
Contract No. NA150000126
For
Medical Grade Oxygen
Between
Airgas, Inc.
dba Airgas USA, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 13, 2019 through August 12, 2020. One option will remain.
- 2.0 The total contract amount is increased by \$295,023.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/13/2015 – 08/12/2016	\$295,023.00	\$295,023.00
Amendment No. 1: Option 1 – Extension 08/13/2016 – 08/12/2017 Price increase of 2% or 4% 08/13/2016	\$295,023.00	\$590,046.00
Amendment No. 2: Option 2 – Extension 08/13/2017 – 08/12/2018	\$295,023.00	\$885,069.00
Amendment No. 3: Option 3 – Extension 08/13/2018 – 08/12/2019	\$295,023.00	\$1,180,092.00
Amendment No. 4: Option 4 – Extension 08/13/2019 – 08/12/2020	\$295,023.00	\$1,475,115.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Bryan Parson 7/26/19

Printed Name:

Authorized Representative

Airgas, Inc
11111 North Lamar Boulevard
Austin, Texas 78873
(281) 229-3490
(512) 835-0202
bryan.parson@airgas.com

Sign/Date:

Matthew Duree

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

7-30-19



Amendment No. 3
to
Contract No. NA150000126
for
Medical Grade Oxygen
between
Airgas Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. Effective, August 13, 2018 to August 12, 2019. Two options will remain.
- 2.0 The total contract amount is increased by \$295,023.00 for this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/13/2015 – 08/12/2015	\$295,023.00	\$295,023.00
Amendment No. 1: Option 1 – Extension, include increase Economic Price Adjustment (2% or 4%) 08/13/2016 – 08/12/2017	\$295,023.00	\$590,046.00
Amendment No. 2: Option 2 08/13/17 – 08/12/18	\$295,023.00	\$885,069.00
Amendment No. 3: Option 3 08/13/18 – 08/12/19	\$295,023.00	\$1,180,092.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name:

Authorized Representative

Chris Porter 07/25/18
Chris Porter

Sign/Date:

Matthew Duree, Procurement Manager

Matthew Duree 7-30-18

Airgas Inc.
11111 North Lamar Boulevard
Austin, Texas 78753

chris.porter@airgas.com

281-229-3490 / 512-835-0202

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
Contract No. NA150000126
for
Medical Grade Oxygen
between
Airgas Inc
and the
City of Austin



- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 13, 2017 to August 12, 2018. Three options will remain.
- 2.0 The City hereby grants the requested and documented price adjustment of 4.99%. Prices will be adjusted only as shown in Table 2.0 below. Effective date of this price change is August 13, 2017.

Line #	Description	Old Price	New Price
1	Size D Cylinder	\$510.00	\$535.45
2	Size C Cylinder	\$15.30	\$16.06
3	Size M4 Cylinder	\$6.12	\$6.43
4	Size 125 Cylinder	\$3.06	\$3.21
5	Size K Cylinder	\$76.50	\$80.32
6	Size D Cylinder	\$300.00	\$314.97
7	Refill Size D Cylinder	\$2.60	\$2.73
8	Refill Size C Cylinder	\$3.07	\$3.22
9	Refill Size M4 Cylinder	\$3.07	\$3.22
10	Refill Size 125 Cylinder	\$6.76	\$7.10
11	Refill Size K Cylinder	\$8.98	\$9.43
12	Delivery Stop Fee	\$7.50	\$7.87
13	Refill Size D Cylinder	\$2.60	\$2.73
14	Deliver Stop Fee	\$7.50	\$7.87

Table 2.0

- 3.0 The total contract amount is increased by \$295,023.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/13/2015 – 08/12/2015	\$295,023.00	\$295,023.00
Amendment No. 1: 1.1 Economic Price Adjustment (2% or 4%) 08/13/2016 1.2 Option 1 – Extension 08/13/2016 – 08/12/2017	\$0.00 \$295,023.00 \$295,023.00	\$590,046.00
Amendment No. 2: Option 2 08/13/17 – 08/12/18	\$295,023.00	\$885,069.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name:

Authorized Representative

Airgas Inc.
11111 North Lamar Boulevard
Austin, Texas 78753
chris.porter@airgas.com
281-229-3490 / 512-835-0202

Sign/Date:

Linell Goodin-Brown
Contract Management Supervisor II

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NA150000126
for
Medical Grade Oxygen
between
Airgas Inc.
and the
City of Austin



- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 13, 2016 to August 12, 2017. Four options will remain.
- 2.0 The City hereby grants the requested and documented price adjustment. Prices will be adjusted only as shown in Table 2.0 below.

Line #	Description	Old Price	Multiplier	New Price
1	Size D Cylinder	\$500.00	1.02	\$510.00
2	Size C Cylinder	\$15.00	1.02	\$15.30
3	Size M4 Cylinder	\$6.00	1.02	\$6.12
4	Size 125 Cylinder	\$3.00	1.02	\$3.06
5	Size K Cylinder	\$75.00	1.02	\$76.50
6	Size D Cylinder	\$300.00	1.00	\$300.00
7	Refill Size D Cylinder	\$2.50	1.04	\$2.60
8	Refill Size C Cylinder	\$2.95	1.04	\$3.07
9	Refill Size M4 Cylinder	\$2.95	1.04	\$3.07
10	Refill Size 125 Cylinder	\$6.50	1.04	\$6.76
11	Refill Size K Cylinder	\$8.63	1.04	\$8.98
12	Delivery Stop Fee	\$7.50	1.00	\$7.50
13	Refill Size D Cylinder	\$2.50	1.04	\$2.60
14	Deliver Stop Fee	\$7.50	1.00	\$7.50

Table 2.0

- 3.0 The total contract amount is increased by \$295,023 by this extension period. The total contract authorization is recapped below.

Action	Action Amount	Total Contract Amount
Initial Term: 08/13/2015 – 08/12/2015	\$295,023.00	\$295,023.00
Amendment No. 1:		
1.1 Economic Price Adjustment (2% or 4%) 08/13/2016	\$0.00	
1.2 Option 1 – Extension 08/13/2016 – 08/12/2017	<u>\$295,023.00</u> \$295,023.00	\$590,046.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Kevin Loy 8/3/16

Printed Name: Kevin Loy
Authorized Representative

Airgas Inc.
11111 North Lamar Boulevard
Austin, Texas 78753
chris.porter@airgas.com

Sign/Date: Linell Goodin-Brown 8-10-16

Linell Goodin-Brown
Contract Compliance Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Airgas Inc dba Airgas USA LLC ("Contractor")
for
Compressed Medical Grade Oxygen
NA150000126**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Airgas USA LLC having offices at Austin, TX 78753 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB-BV EAD0610.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid - Best Value (IFB-BV), EAD0610 including all documents incorporated by reference
- 1.1.3 Airgas USA LLC's Offer, dated 4/6/15, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to five (5) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$295,023 for the initial Contract term and \$295,023 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Airgas Inc dba Airgas USA LLC

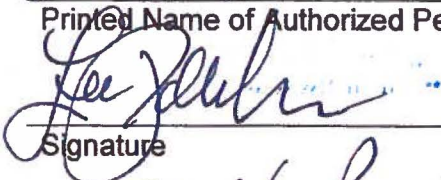
CITY OF AUSTIN

LEE POHLEMAN

Printed Name of Authorized Person

Erin D'Vincent

Printed Name of Authorized Person



Signature



Signature

AREA Vice President

Senior Buyer Specialist

Title:

Title:

08-11-15

8/12/15

Date:

Date:



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

SOLICITATION NO: EAD0610

DATE ISSUED: 3/23/15

REQUISITION NO.: 15022600227

COMMODITY CODE: 43048, 9794555

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

COMMODITY/SERVICE DESCRIPTION: Compressed Medical
Grade Oxygen

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

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

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

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: AIRGAS USA LLC

Company Address: 11111 N. LAMAR BLVD.

City, State, Zip: AUSTIN, TX. 78753

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: KENNY PULLIAM

Title: ACCOUNT MANAGER

Signature of Officer or Authorized Representative: 

Date: 4/6/15

Email Address: KENNY.PULLIAM@AIRGAS.COM

Phone Number: 512.835.0202 OFFICE 512.791.1534 CELL

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

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (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. 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 hold over period is exercised, as verification of continuing coverage.
- iii. 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.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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STANDARD PURCHASE TERMS AND CONDITIONS**

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
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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

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- (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 re-solicit 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.

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- 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.

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- 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="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	

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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

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*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/oc/oci/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

**BID SHEET
CITY OF AUSTIN
IFB-BV EAD0610
COMPRESSED MEDICAL GRADE OXYGEN**

RQM: 15022600227

DUE DATE: April 29, 2015, 2:00 PM, local time

BUYER: Erin D'Vincent

Copies of Bid: Vendor must submit 1 original and 5 paper copies of response.

Special Instructions:

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. Failure to respond to each section of this bid sheet may result in disqualification of your bid. The quantities noted below are annual estimates and not a guarantee of actual volume.

**PRICE - 51 Points
Sections A & B**

Section A - Rentals

Item	Item Description	Estimated Monthly Quantity	Unit	Monthly Rental Price (Lot)	Rental Price Per Additional Cylinder	Extended Cost
1	Size D Cylinder	1,000	Cylinder	500	0	500
2	Size C Cylinder	30	Cylinder	15	0	15
3	Size M4 Cylinder	25	Cylinder	6	0	6
4	Size 125 Cylinder	6	Cylinder	3	0	3
5	Size K Cylinder	150	Cylinder	75	0	75

EMS SUBTOTAL \$ 599.00

Item	Item Description	Estimated Monthly Quantity	Unit	Monthly Rental Price (Lot)	Rental Price Per Additional Cylinder	Extended Cost
6	Size D Cylinder	600	Cylinder	300	0	300

AFD SUBTOTAL \$ 300.00

Total for Section A (include EMS subtotal and AFD subtotal) \$ 899.00

Section B - Refill and Delivery

Item	Item Description	Estimated Annual Quantity	Unit	Refill Price Per Cylinder	Extended Cost
7	Refill Size D Cylinder	100,000	Cylinder	\$ 2.50	\$ 250,000.00
8	Refill Size C Cylinder	100	Cylinder	\$ 2.95	\$ 295.00
9	Refill Size M4 Cylinder	50	Cylinder	\$ 2.95	\$ 147.50

10	Refill Size 125 Cylinder	300	Cylinder	\$	6.50	\$	1,950.00
11	Refill Size K Cylinder	1,000	Cylinder	\$	8.63	\$	8,630.00
12	Delivery Stop Fee	1,000	Stops	\$	7.50	\$	7,500.00
EMS SUBTOTAL						\$	268,522.50
13	Refill Size D Cylinder	10,000	Cylinder	\$	2.50	\$	25,000.00
14	Delivery Stop Fee	200	Stops	\$	7.50	\$	1,500.00
AFD SUBTOTAL						\$	26,500.00
Total for Section B (include EMS subtotal and AFD subtotal)						\$	295,022.50
Buyback - 5 Points Section C							
Section C - Buyback (one time credit)							
The bidder with the highest buyback is awarded the maximum points; other bidders are awarded points on a pro-rated basis							
Item	Item Description	Estimated Quantity	Unit	Unit Credit	Extended Total (Credit)		
15	Size D Cylinder	750	Cylinder	\$ 15.00	\$ (11,250.00)		
16	Size C Cylinder	40	Cylinder	\$ 15.00	\$ (600.00)		
17	Size M4 Cylinder	20	Cylinder	\$ 15.00	\$ (300.00)		
18	Size 125 Cylinder	6	Cylinder	\$ 15.00	\$ (90.00)		
19	Size 125 Tank - Helium	1	Cylinder	\$ 15.00	\$ (15.00)		
Total for Section C					\$	(12,255.00)	
TOTAL BID PRICE (Subtotal of Section A and Section B and subtract the total from Section C)					\$	282,767.50	
SECTION D - Cylinder Accounting - 15 points							
	On a separate document, describe the written procedures to manage delivery schedule, accountability of empty and full medical oxygen cylinders, cylinder exchange procedures at delivery points, delivery ticket, and invoicing.						
SECTION E - e-Commerce – 15 points							
	On a separate document, demonstrate the 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).						
SECTION F - Contingency Plan – 4 points							
	On a separate document, describe written procedures on how your company will maintain and provide sustained medical gas support in the event of a major event such as power outage, mass casualty, etc.						
SECTION G - LOCAL BUSINESS PRESENCE (10 POINTS) See Section 0605 of the solicitation package							

FOR INFORMATIONAL PURPOSES ONLY: THE CITY MAY WISH TO PURCHASE ADDITIONAL ITEMS OR SERVICES FROM THE SUCCESSFUL BIDDER IN THE FUTURE. ON THE LINE BELOW, PLEASE PROVIDE THE PRICING STRUCTURE OFFERED TO THE CITY FOR ANY NON-SPECIFIED ITEM OR SERVICE DURING THE COURSE OF THE RESULTING CONTRACT. IF A DISCOUNT IS NOT AVAILABLE, PLEASE MARK AS N/A OR 0. A SLASH THROUGH THIS SECTION OR BEING LEFT BLANK WILL NOT BE ACCEPTED.

Manufacturer's Price List	Estimated Annual Spend	% Discount	Total
	\$5,000	0.25	\$5,000

Circle the statement to the right to confirm if your company can meet the specifications. Yes No

Airgas USA LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____



4/22/2015

PRINTED NAME: _____

Kenny Pulliam

kenny.pulliam@airgas.com

[512.835.0202](tel:512.835.0202)

Cylinder Accounting:

Upon completion of any order via: online, email, phone call to local branch a ticket is printed and will be routed to order party next day. All delivery trucks are counted off before departure by a manager according to delivery tickets to insure accuracy and inventory for our local branch and to our customers.

The accountability of empty and full cylinders is shown by attached document labeled Delivery Order in bid packet. All delivery tickets are accounted for with a signature and also show quantity shipped and returned to insure inventory accuracy for our local branch and to our customers.

These delivery tickets also show the account numbers, addresses and any contact information relevant to our ordering party for delivery accuracy to our local branch and to our customers.



DELIVERY ORDER

FOR LOCATION NEAREST YOU
VISIT WWW.AIRGAS.COM

SHIPPER:
AIRGAS USA, LLC
11111 N LAMAR BLVD
AUSTIN, TX 78753-3089

SOLD BY:
AIRGAS USA, LLC
11111 N LAMAR BLVD
AUSTIN, TX 78753-3089
512-835-0202

DELIVERY ORDER # 8038776392
PAGE 1 OF 1
ORDER DATE: 03/27/2015
SCH SHIP DATE: 03/30/2015
PRINTED: 18:39 03/27/2015
SALES ORDER: 1034811548
SHIPMENT: 2075664

SHIP TO: 2171192
CITY OF AUSTIN
EMS #19
10111 ANDERSON MILL RD
AUSTIN, TX 78750-2617 US
512-974-4180

SOLD TO: XXXXXXXXXX
CITY OF AUSTIN
EMS DEPT #930
4201 ED BLUESTEIN BLVD
AUSTIN, TX 78721-2909 US

CUST PO # XXXXXXXXXX
RELEASE #
ORD BY
ENT BY JAMEMILLHO

POSTED

Order Type	Payment Terms	Incoterm	Route	Sales Office	Plant	Sales Org	Total Containers Ship	Return
Standard Order	NET 30	Airgas Truck	Airgas Truck	C116	C116	CE00	3	3

SHIPPING INST: V07-AUG-2008 08:59 AM - SWSGUNDERWOOD

TDH NC0076390

V02-MAY-2005 10:02 AM - SWSBTINKHAM

Qty Shipped	UOM Type	HM	Description & Hazard Class	Qty Order	Container Ship	Ret	Vol Wt
1	CL	X	UN1072 OXYGEN, COMPRESSED 2.2, (5.1) Line# 10 Material# OX USP200 Stor. Loc. F001 OXYGEN USP SIZE 200 CGA 540	1	1	1	251 SCF
2	CL	X	UN1072 OXYGEN, COMPRESSED 2.2, (5.1) Line# 20 Material# OX USPDA Stor. Loc. F001 OXYGEN USP SIZE DA CGA 870	2	2	2	30 SCF

Director of Operations
Anthony

EMERGENCY CONTACT: 1-866-734-3438

PURCHASER AGREES TO OBTAIN MATERIAL SAFETY DATA SHEETS (MSDS) FROM ONE OF THE FOLLOWING SOURCES; POINT OF PURCHASE, AIRGAS WEB SITE AT WWW.AIRGAS.COM OR BY CALLING THE ABOVE LISTED EMERGENCY CONTACT PHONE NUMBER AND SELECTING OPTION #3

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION

PLACARDS OFFERED

☐ ACCEPT ☐ REJECT

CUSTOMER MUST
INITIAL CHOICE

THIS AGREEMENT IS SUBJECT TO AIRGAS' STANDARD TERMS AND CONDITIONS
SEE REVERSE SIDE FOR IMPORTANT SAFETY INFORMATION.

ACCEPTED FOR
THE ABOVE
CUSTOMER

X

NAME
PLEASE PRINT

AIRGAS PERSONNEL

DATE

T.O.D.

INTERNAL USE ONLY

Filled By	Staging Area	Total PKGS	Tracking / Pro Number	Freight Charges

Delivery # 8038776392



Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SOLD BY AIRGAS USA, LLC
11111 N LAMAR BLVD
AUSTIN TX 78753-3089
512-835-0202

BILL TO CITY OF AUSTIN
EMS DEPT #930
PO BOX 1088
AUSTIN TX 78767-1088

STANDARD INVOICE

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO	DUE DATE	PAY THIS AMOUNT
02/27/2015	2278742	9036856639	03/29/2015	\$ 8.53

PLEASE MARK YOUR METHOD OF PAYMENT

- ☐ Check
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:



Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.		INVOICE NO.		INVOICE DATE		SOLD TO NO.		SOLD TO NAME				
1034264263		9036856639		02/27/2015		2278742		CITY OF AUSTIN				
PO / RELEASE				BRANCH		SHIP VIA			PAYMENT TERMS		ORDER DATE	
C970335				C116		ARGTRK			NET 30		02/27/2015	
DELIVERY NO. / DESCRIPTION		MATERIAL NUMBER		QTY SHIP'D		UOM	QTY B/O	CYLINDER		UNIT PRICE	UOM	AMOUNT
								SHIP'D	RET'D			
5200134103 OX USP200				1		CL		1	1	8.53	CL	8.53 N
OXYGEN USP MEDICAL PURE 200 CGA 540							(Vol: 251 FT3)					
Sale subtotal:												8.53
										AMOUNT		8.53

Airgas.

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2171192
CITY OF AUSTIN
EMS #19
10111 ANDERSON MILL RD
AUSTIN TX 78750-2617

FOR WIRE TRANSFER PAYMENTS

Airgas USA, LLC
Acct No [REDACTED]
PNC Bank, ABA No [REDACTED]

e-Commerce:

Included in bid packet are six screen shots to provide examples of Airgas.com. This site allows customers to analyze reports, pull POD's/electronic delivery ticket, electronic invoicing, payments processing, MSDS sheets and online ordering.

Airgas.com also provides an reorder pad, and many other features that provides the customers real time tracking and business analytics as needed.

Airgas will offer complimentary training as needed and will also provide a contact with any questions about Airgas.com that will assist in the everyday questions.

Airgas.com is a very user friendly site that allows information to anything your business might need simply by logging in.

Reports Posting: Account Dashboard: screen 1

Electronic Invoicing and Electronic Delivery Ticket (POD): screen shot 2

https://www.airgas.com AIRGAS, INC. [US] Citrix XenApp - Applications Airgas

Edit View Favorites Tools Help

Citrix XenApp - Logon Suggested Sites Web Site Gallery Central Division Free Hotmail Google LCRA BID Log in to Concur Concur SAP

Switch Account Dashboard My Lists Orders Invoices More

Airgas Kenny Pulliam, Account [REDACTED] Log Out

Find A Branch Customer Service MSDS Search Express Order Pad Cart (0)

INDUSTRIES SERVICES RESOURCES PRODUCTS

Search Products, MSDS, Manufacturers...

Home / Account Dashboard

Account Dashboard

Customer Contact Information
 Account Name: CITY OF AUSTIN
 P: 512-791-1534
 E: kenny.pulliam@airgas.com
 10111 ANDERSON MILL RD EMS #19 AUSTIN, Texas 78750-2617

Airgas Contact Information
 KENNY PULLIAM
 E: kenny.pulliam@airgas.com P: 512-835-0202
 Airgas Store: 11111 N. Lamar Blvd. Austin, Texas 78753

Related Files links

CYLINDERS IN POSSESSION
24

FREQUENT PURCHASES VIEW ALL ORDER SELECTED

SELECT ALL PRODUCT DESCRIPTION AVAILABILITY PRICE

https://www.airgas.com AIRGAS, INC. [US] Citrix XenApp - Applications Airgas

Edit View Favorites Tools Help

Citrix XenApp - Logon Suggested Sites Web Site Gallery Central Division Free Hotmail Google LCRA BID Log in to Concur Concur SAP

Soon

RECENT INVOICES							VIEW ALL
FILE	INVOICE NO.	CUSTOMER PO	POD	AGE(MO)	AMOUNT	INVOICE DATE	
⌵	9926065001		CHECK FOR POD	1	\$8 68	03/31/2015	
⌵	9037790687	C970335	CHECK FOR POD	1	\$14 43	03/30/2015	
⌵	9037592948	C970335	CHECK FOR POD	1	\$14 43	03/24/2015	
⌵	9037418010	C970335	CHECK FOR POD	1	\$11 48	03/18/2015	
⌵	9037112194	C970335	CHECK FOR POD	1	\$11 48	03/09/2015	
⌵	9925350531		CHECK FOR POD	2	\$8 68	02/28/2015	
⌵	9036856639	C970335	CHECK FOR POD	2	\$8 53	02/27/2015	
⌵	9036642974	C970335	CHECK FOR POD	2	\$14 43	02/23/2015	
⌵	9036376571	C970335	CHECK FOR POD	2	\$14 43	02/16/2015	
⌵	9036186275	C970335	CHECK FOR POD	2	\$11 48	02/09/2015	

LISTS VIEW ALL ORDER SELECTED

Electronic Invoicing and payment processing screen shots



Sold To: Account No [REDACTED]
CITY OF AUSTIN
EMS DEPT #930
AUSTIN, TX
78721-2909
United States

Ship To: Account No [REDACTED]
CITY OF AUSTIN
EMS #19
AUSTIN, TX
78750-2617
United States
Tel: 512-974-4180
Tel: 512-972-7212

Order Number: 1035336473
PO Number: C970335
Payment Term: NET 30
Date Created: 04/06/2015

[BACK TO ORDER HISTORY](#)

[ADD TO LIST](#)

[ORDER SELECTED](#)

Items Ordered (2)

Order Total: \$14.43

SELECT ALL	PRODUCT DESCRIPTION	QUANTITIES	PRICE	SHIPPING	TRACKING NUMBER
<input type="checkbox"/>	OXYGEN USP MEDICAL PURE 200 CGA 540 Airgas Part #: OX USP200	Ordered / 1 Shipped / 1	\$8 53 \$8 53 / CL Min Qty: 1 CL	Airgas Truck	
<input type="checkbox"/>	OXYGEN USP DA MED CGA 870 Airgas Part #: OX USPDA	Ordered / 2 Shipped / 2	\$5 90 \$2 95 / CL Min Qty: 1 CL	Airgas Truck	

*Actual charges such as delivery, special handling, cylinder rental, hazardous material, taxes or other charges may be added to the cost of this order as required

Subtotal \$14.43
Discount \$0.00
Tax \$0.00



Kenny Pulliam, Account [REDACTED] [Log Out](#)

[Find A Branch](#) [Customer Service](#) [MSDS Search](#) [Express Order Pad](#) [Cart \(0\)](#)

[INDUSTRIES](#) [SERVICES](#) [RESOURCES](#) [PRODUCTS](#)

[Home](#) [Payments Due](#)

[Print](#)

Payments Due

[PAY SELECTED IN:](#)

[PARTIAL](#)

[FULL](#)

SEARCH HISTORY BY INVOICE NO.

[SEARCH](#)

SELECT ALL	FILE	ACCOUNTING DOC.	INVOICE NO.	PO NO.	PAST DUE	DOC. NO.	DOC. TYPE	BALANCE
<input type="checkbox"/>		9919440669	9919440669	RENT	251	7020288616	Cylinder Rent	\$9.64
<input type="checkbox"/>		9920169100	9920169100	RENT	220	7021071804	Cylinder Rent	\$9.64
<input type="checkbox"/>		9920922504	9920922504	RENT	189	7021823350	Cylinder Rent	\$9.64
<input type="checkbox"/>		9036856639	9036856639	C970335	9	8037833337	Billing Document	\$8.53
<input type="checkbox"/>		9925350531	9925350531	RENT	8	7026445044	Cylinder Rent	\$8.68
<input type="checkbox"/>		9037112194	9037112194	C970335	1	8037850485	Billing Document	\$11.48

MSDS and online ordering system



MSDS Search

Please enter the desired Airgas MSDS number, Airgas product name, or noble gas chemical abbreviation and select **Search**.

If you would like to search for an MSDS by Airgas or customer part number, please use the global search box at the top right of the page by searching for the desired product then navigating to the product detail page where you will see an MSDS link.

Note that all MSDS files are in a PDF format. To save a file to your hard drive, right click and choose **Save As**.

If you're unable to locate an MSDS document you can email msds@airgas.com for further information.

MSDS NUMBER, PRODUCT NAME OR CHEMICAL ABBREVIATION

By Type

- ☐ Pure Gases
- ☐ Mixed Gases
- ☐ Hard Goods



EXPRESS ORDER PAD

CANCEL **COPY AND PASTE** **ORDER ALL**

PART NUMBER	QUANTITY
<input type="text" value="Enter Airgas or Customer Part Number"/>	<input type="text"/>
<input type="text" value="Enter Airgas or Customer Part Number"/>	<input type="text"/>
<input type="text" value="Enter Airgas or C"/>	<input type="text"/>

Only secure content is displayed. What's the risk? Show all content

Contingency Plan:

Airgas USA LLC has 1100 locations across the United States. Airgas can provide EMS and AFD sustained medical gas and the support it needs in the case of a major event and/or mass casualty.

The local Airgas Austin branch pumps medical oxygen to supply all local customers and customers in surrounding communities. In the case of a major event the local Austin Airgas branch can and will pull any needed cylinders from our fill plants in Belton, Dallas, Houston and the Gulf Coast region to supply a robust inventory and stocking level to support any needs by EMS and/or AFD. This provides very quick turnaround time to EMS and/or AFD due to proximity of Texas fill plants and access to medical cylinders to be filled on site at our Austin branch when needed. Airgas can also provide cylinders from surrounding states such as; Oklahoma, New Mexico, and Louisiana with a very quick turnaround time.

Airgas has a local management team that is located and offices out of the Austin branch, this includes our District Manager, Area Sales Manager, Area Branch Operations Coordinator and our Branch Manager. Our team is robust and localized to make decisions and implement fast effective plans to support our customers.

Airgas Austin Contact List

11111 North Lamar Blvd.

Austin, Texas 78753

Phone: (512) 835-9453

Fax: (512) 837-1108

Sales Manager/Spec Gas Specialist – Chuck Powers – cell phone: 512-850-9453;
chuck.powers@airgas.com

Account Manager – Kenny Pulliam – cell phone: (512) 791-1534; kenny.pulliam@airgas.com

District Sales Manager-Kevin Loy- cell phone: (512) 993-0602; Kevin.loy@airgas.com

Area Branch Operations Coordinator- Perry Blagg – cell phone: (512) 649-6076; perry.blagg@airgas.com

Branch Manager-Saandie Faske-branch phone: (512)835-0202; sandie.faske@airgas.com



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 22, 2015

Airgas USA, LLC
Joe Colton, Account Manager
11111 N. Lamar Blvd.
Austin, TX 78753

Dear Mr. Colton:

Thank you for submitting your bid for IFB-BV EAD0610 for Compressed Medical Grade Oxygen for the City of Austin's EMS Department.

The evaluation team is coming to a close on the review and evaluation of the bid received for this solicitation. However, further clarification to your bid is requested. This information is to complete the evaluation process.

Please elaborate on the questions below.

Cylinder Accounting:

- Please confirm EMS and AFD will each have one account with one flat monthly fee as listed on the bid sheet.
- Please confirm Airgas will only stock size D cylinders with the short neck, no jumbos, and no steel tanks.
- Please confirm Airgas can meet the delivery schedule as listed in the Scope of Work published with the solicitation.

eCommerce:

- Please provide a sample analysis of the oxygen Airgas is distributing and clarify when the analysis is available on an ongoing basis.
- Please provide the testing procedures for quality of gas and hydrostatic testing.
- Please confirm if the tanks are traced to the last fill and the last test and if this is traceable information available to EMS and AFD on an ongoing basis.
- Per Section 3.1.13 in Section 0500 Scope of Work, please confirm that Airgas can auto deliver delivery tickets every Friday, close of business.

Contingency Plan:

- Please confirm where the Airgas field plant is and if there is a cache of oxygen that you pull from.
- Please explain the plan when an emergency arises or advanced notice of a situation is given.
- Does Airgas have a 24/7/365 available to the City of Austin? Please provide the contact information.

Response is due by email to me at erin.dvincent@austintexas.gov no later than 1:00 PM on Friday, May 29, 2015.



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

Sincerely,

Erin D'Vincent
Senior Buyer Specialist
City of Austin
Purchasing Office



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB-BV EAD0610

Addendum No: 1

Date of Addendum: 4/8/15

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Extension: The bid due date is hereby extended until Wednesday, 4/15/15 at 2:00 PM.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Erin D'Vincent, Senior Buyer Specialist
Purchasing Office, 512-972-4017

4/8/15
Date

ACKNOWLEDGED BY:

Kenny Puriyam
Name


Authorized Signature

4/8/15
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB-BV EAD0610

Addendum No: 2

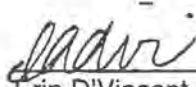
Date of Addendum: 4/15/15

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. Extension: The bid due date is hereby extended until Wednesday, 4/22/15 at 2:00 PM.

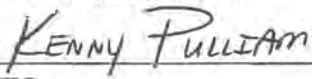
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Erin D'Vincent, Senior Buyer Specialist
Purchasing Office, 512-972-4017

4/15/15
Date

ACKNOWLEDGED BY:


Name


Authorized Signature

4/21/15
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB-BV EAD0610

Addendum No: 3

Date of Addendum: 4/16/15

This addendum is to incorporate the following questions and answers to the above referenced solicitation:

I. Questions:

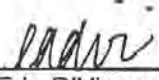
- 1.0 (Q) What is the condition of the cylinders?
(A) AFD Response: Most of our cylinders are used. The condition of cylinder depends on the vendor's supply.
EMS Response: All medical oxygen tanks, all sizes are in serviceable - used condition, unless the current vendor injects new tanks into circulation, or removes unserviceable tanks from circulation, of which the City does not track
- 2.0 (Q) Where did the tanks come from?
(A) AFD Response: AFD has 16 fire stations designated as "resupply stations". When the resupply station runs low or runs out, they place a bottle request and the Air Tech resupplies their stock.
EMS Response: All contracted medical oxygen tanks, all sizes are circulated, replaced and refilled, maintained by the current vendor as per the terms of the current contract.
- 3.0 (Q) Are all the tanks at one location?
AFD Response: AFD's O2 bottles are supplied from 51st Street.
EMS Response: EMS tanks are detailed within Exhibit A of the solicitation documents.
- 4.0 (Q) Do you have ownership documents? (required for a supplier to purchase another suppliers cylinders)
(A) AFD Response: AFD does not track the cylinders by serial number. The cylinders are considered "universal" and always moving between emergency services agencies.
EMS Response: Because the current City EMS-owned tanks were purchased more than 7 years ago, there is no proof of City ownership

available. However, city ownership has been agreed to by the vendor and the city as noted in the current contract.

- 5.0 (Q) Are the tanks steel or aluminum?
(A) Tanks are aluminum for both AFD and EMS.
- 6.0 (Q) Are the tanks within test date?
(A) AFD Response: Each vendor is required to manage hydrostatic testing on cylinders. Part of D.O.T's mandate is they can't fill the bottle if the bottle is not within the hydrostatic test date. Failure to follow D.O.T. standards will result in large fines and suspension of certificates. These are the same standards we have to follow when filling air bottles for firefighter use.
EMS Response: The current vendor is required to maintain all cylinders hydrostatic testing whether City owned or leased.

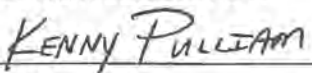
II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Erin D'Vincent, Senior Buyer Specialist
Purchasing Office, 512-972-4017

4/16/15
Date

ACKNOWLEDGED BY:


Name


Authorized Signature

4/21/15
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

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	AIRGAS USA LLC.					
Physical Address	1111 N. LAMAR BLD. AUSTIN, TX. 78753					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	Yes	<input checked="" type="radio"/> No	Branch	<input checked="" type="radio"/> 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 AIRGAS USA LLC.

1. Company's Name METHODIST HOSPITAL
Name and Title of Contact DAN ALVAREZ - SUPPLY CHAIN RFID TECH
Present Address 7700 FLOYD CURL DRIVE
City, State, Zip Code SAN ANTONIO, TX. 78229
Telephone Number (210) 575.4807 Fax Number (210) 510.6679
Email Address DANIEL.ALVAREZ@HCAHEALTHCARE.COM

2. Company's Name SAN MARCOS HAYS COUNTY EMS
Name and Title of Contact JEFF BOLTON - DEPUTY CHIEF
Present Address 1305 S IH35
City, State, Zip Code SAN MARCOS, TX 78666
Telephone Number (512) 353.5115 203 Fax Number (512) 353.1491
Email Address J.BOLTON@SMHCEMS.ORG

3. Company's Name CHRISTUS HEALTH
Name and Title of Contact RANDALL ASHMORE - MANAGER CENTRAL SUPPLY
Present Address 11212 STATE HWY. 151
City, State, Zip Code SAN ANTONIO, TX. 78251
Telephone Number (210) 703.8614 Fax Number ()
Email Address RANDALL.ASHMORE@CHRISTUSHEALTH.ORG

Section 0835: Non-Resident Bidder Provisions

Company Name AIRGAS USA LLC

- 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: TEXAS RESIDENT BIDDER

(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 is 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, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 22, 2015

Airgas USA, LLC
Joe Colton, Account Manager
11111 N. Lamar Blvd.
Austin, TX 78753

Dear Mr. Colton:

Thank you for submitting your bid for IFB-BV EAD0610 for Compressed Medical Grade Oxygen for the City of Austin's EMS Department.

The evaluation team is coming to a close on the review and evaluation of the bid received for this solicitation. However, further clarification to your bid is requested. This information is to complete the evaluation process.

Please elaborate on the questions below.

Cylinder Accounting:

- Please confirm EMS and AFD will each have one account with one flat monthly fee as listed on the bid sheet.
- Please confirm Airgas will only stock size D cylinders with the short neck, no jumbos, and no steel tanks.
- Please confirm Airgas can meet the delivery schedule as listed in the Scope of Work published with the solicitation.

eCommerce:

- Please provide a sample analysis of the oxygen Airgas is distributing and clarify when the analysis is available on an ongoing basis.
- Please provide the testing procedures for quality of gas and hydrostatic testing.
- Please confirm if the tanks are traced to the last fill and the last test and if this is traceable information available to EMS and AFD on an ongoing basis.
- Per Section 3.1.13 in Section 0500 Scope of Work, please confirm that Airgas can auto deliver delivery tickets every Friday, close of business.

Contingency Plan:

- Please confirm where the Airgas field plant is and if there is a cache of oxygen that you pull from.
- Please explain the plan when an emergency arises or advanced notice of a situation is given.
- Does Airgas have a 24/7/365 available to the City of Austin? Please provide the contact information.

Response is due by email to me at erin.dvincent@austintexas.gov no later than 1:00 PM on Friday, May 29, 2015.



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

Sincerely,

Erin D'Vincent
Senior Buyer Specialist
City of Austin
Purchasing Office



Joe Colton
Senior Account Manager
Airgas USA, LLC.
11111 N. Lamar Blvd.
Austin, TX 78753
Mobile 512 960-6124
Fax 512 837-1108
Joseph.Colton@Airgas.com
www.Airgas.com

May 28, 2015

Erin D'Vincent
Senior Buyer Specialist
City of Austin
Purchasing Office

Ms. D'Vincent,

In response to your email of May 22, 2015 please find our answers below after your questions.

Cylinder Accounting:

- Please confirm EMS and AFD will each have one account with one flat monthly fee as listed on the bid sheet.

Response: Yes

- Please confirm Airgas will only stock size D cylinders with the short neck, no jumbos, and no steel tanks.

Response: Yes

- Please confirm Airgas can meet the delivery schedule as listed in the Scope of Work published with the solicitation.

Response : Yes

eCommerce:

- Please provide a sample analysis of the oxygen Airgas is distributing and clarify when the analysis is available on an ongoing basis.

Response: Please see file attached:

10840 Customer Certificates of Analysis-Analytical

A copy of the analysis for any Lot number desired is available for your inspection during normal business hours.

- Please provide the testing procedures for quality of gas and hydrostatic testing.

Response: Please see files attached:

20620 Oxygen-Assay by Paramagnetic Analyzer

10230 Recalls

Airgas utilizes two methods of cylinder requalification; hydrostatic and ultrasonic. The Airgas Hydrostatic Testing manual and Ultrasonic Examination manuals are too large to attach and are controlled documents; Airgas follows all regulations in regards to hydrostatic and ultrasonic testing set forth by the US Department of Transportation, the Pipeline and Hazardous Materials Safety Administration, and the Compressed Gas Association, and adheres to the policies and procedures in regards to the following references:

Hydrostatic Testing:



REFERENCE KEY

CFR Title 49 100 - 185

CGA C-1, CGA C-5, CGA C-6, CGA C-6.1

CGA C-6.2, CGA C-6.3, CGA C-8

Ultrasonic Examination:



REFERENCE KEY

CFR Title 49 100 - 185

CGA C-6, CGA C-6.1

SP-14313

- Please confirm if the tanks are traced to the last fill and the last test and if this is traceable information available to EMS and AFD on an ongoing basis.

Response: Please see file attached:

10410 Lot Numbers

A copy of the analysis for any Lot number desired is available for your inspection during normal business hours.

- Per Section 3.1.13 in Section 0500 Scope of Work, please confirm that Airgas can auto deliver delivery tickets every Friday, close of business.

Response: Yes

Contingency Plan:

- Please confirm where the Airgas field plant is and if there is a cache of oxygen that you pull from.

Response: The Airgas field plant and inventory of full cylinders is located at 11111 N. Lamar Austin, TX 78758

- Please explain the plan when an emergency arises or advanced notice of a situation is given.

Response: Please see file attached:

10610 Product Integrity Protection in Case of Disaster

- Does Airgas have a 24/7/365 available to the City of Austin? Please provide the contact information.

Response: Our main business telephone number is answered 24 hrs a day / 7 Days a week, every day-no exceptions for Holidays.

Thank you for the opportunity to clarify these questions. Please call on me if you find I've omitted anything or should need further information on any issue.

Signed,

Joe Colton

RECALL RECORD MATRIX

Performed By: (A)

Date: (B)

Recall Number: (C)

Lots Determined to Be Recalled

Lot # (D) Lot # (D) Lot # (D) Lot # (D)

Lot # (D) Lot # (D) Lot # (D) Lot # (D)

Cylinders Not Distributed to Customers

Lot #	Type	Size	Quan	Type	Size	Quan	Type	Size	Quan	Type	Size	Quan
(E)	(F)	(G)	(H)	(F)	(G)	(H)	(F)	(G)	(H)	(F)	(G)	(H)

Cylinders To Be Recalled

Lot #	Type	Size	Quan	Type	Size	Quan	Type	Size	Quan	Type	Size	Quan
(I)	(J)	(K)	(L)	(J)	(K)	(L)	(J)	(K)	(L)	(J)	(K)	(L)

RECALL RECORD MATRIX

A	Performed By	Name of associate who is completing the form
B	Date	Date the form is initiated
C	Recall Number	Number assigned to recall
D	Lot # (s)	All the lot numbers involved in the recall
Cylinders Not Distributed to Customers		
E	Lot #	Lot number(s) of corresponding information entered in Type, Size and Quantity columns
F	Type	Product code of recalled cylinders (e.g., OX, NI, CO2, NO2, HE)
G	Size	Size of cylinder recalled
H	Quantity	Quantity of the size of cylinder entered in (G)
Cylinders To Be Recalled		
I	Lot #	Lot number of corresponding information entered in Type, Size and Quantity columns
J	Type	Product code of recalled cylinders (e.g., OX, NI, CO2, NO2, HE)
K	Size	Size of cylinder recalled
L	Quantity	Quantity of the size of cylinder entered in (K)
M	Page ____ of ____	Page sequence

RECALL RECORD

Performed By: _____ Date: _____

Recall Number: _____

Lots Determined to Be Recalled

Lot # _____ Lot # _____ Lot # _____ Lot # _____

Lot # _____ Lot # _____ Lot # _____ Lot # _____

Cylinders Not Distributed to Customers

Lot #	Type	Size	Quan	Type	Size	Quan	Type	Size	Quan	Type	Size	Quan

Cylinders to Be Recalled

Lot #	Type	Size	Quan	Type	Size	Quan	Type	Size	Quan	Type	Size	Quan

Customer List Worksheet Matrix

Page (H) of (H)

Customer Name	Shipper Number	Lot Number	Size / Amount Received	Amount Recovered	Date Recovered	Remarks
(A)	(B)	(C)	(D)	(E)	(F)	(G)

Customer List Worksheet Matrix

A	Customer Name	Enter the name of the customer involved in the recall. This should be the name of the customer as listed on the SAP Delivery Order
B	Shipper Number	Enter the Delivery Order # from the SAP Delivery Order the cylinders were delivered under
C	Lot Number	Enter the lot number of the cylinders involved in the recall
D	Size/Amount Received	Enter the size of cylinder and the quantity delivered to the customer. Enter difference sizes on separate lines
E	Amount Recovered	Enter the quantity of the cylinders recovered from the customer
F	Date Recovered	Enter the date, in mm/dd/yy format, the cylinders in (E) were recovered from the customer
G	Remarks	Enter any remarks necessary to explain the cylinder recovery effort or which may assist in the recall effort
H	Sequence	Enter the sequence of pages



Certificate of Analysis – Oxygen, USP - MATRIX

Customer

(A)

Airgas USA, LLC

(B)

(D)

(Street Address)

(Street Address)

(C)

(E)

(City, State, Zip)

(City, State, Zip)

This letter provides the Certification requested for Oxygen, USP, Lot # _____ (F) _____ supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. These cylinders are not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Identification	Pass	(G)
Odor	No appreciable odor (None)	(H)
Carbon Dioxide	$\leq 0.03\%$	*
Carbon Monoxide	$\leq 0.001\%$	*
Assay	$\geq 99.0\%$	(I)

***Note:** The USP exempts Oxygen produced by the air-liquefaction process from the testing requirements for Carbon Dioxide and Carbon Monoxide. Oxygen manufactured by Airgas USA, LLC is produced by the air-liquefaction process and is identified as such on the product labeling.

The methodology used to perform the USP Test for Assay is indicated below:

Paramagnetic – Analyzer Make/Model #

(J)

Signature: _____

(K)

Date: _____

(L)



Certificate of Analysis – Oxygen, USP Matrix

A	Customer Name	Enter the name of the Customer requesting the COA
B	Customer Street Address	Enter the street address of the Customer requesting the COA
C	Customer City, State, Zip	Enter the City, State and Zip of the Customer requesting the COA
D	Airgas filling location street address	Enter the street address of the Airgas filling location
E	Airgas filling location City, State, Zip	Enter the City, State and Zip of the Airgas filling location
F	Lot Number	Enter the Lot Number corresponding to the results stated on COA
G	Identification test result	Enter the Identification test result from the PCR
H	Odor test result	Enter the Odor test result from the PCR
I	Assay test result	Enter the Assay test result from the PCR
J	Type of Analyzer used during analysis	Enter the make and model of the analyzer used
K	Signature of associate completing COA	Signature of associate completing the COA
L	Date the certificate was signed	Enter the date in MM/DD/YY format



Certificate of Analysis – Oxygen, USP

Customer

Airgas USA, LLC

(Street Address)

(Street Address)

(City, State, Zip)

(City, State, Zip)

This letter provides the Certification requested for Oxygen, USP, Lot # _____ supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. These cylinders are not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Identification	Pass	
Odor	No appreciable odor (None)	
Carbon Dioxide	$\leq 0.03\%$	*
Carbon Monoxide	$\leq 0.001\%$	*
Assay	$\geq 99.0\%$	

***Note:** The USP exempts Oxygen produced by the air-liquefaction process from the testing requirements for Carbon Dioxide and Carbon Monoxide. Oxygen manufactured by Airgas USA, LLC is produced by the air-liquefaction process and is identified as such on the product labeling.

The methodology used to perform the USP Test for Assay is indicated below:

Paramagnetic - Analyzer Make/Model # _____

Signature: _____ Date: _____



Certificate of Analysis – Nitrogen, NF - MATRIX

Customer

(A)

Airgas USA, LLC

(B)

(Street Address)

(D)

(Street Address)

(C)

(City, State, Zip)

(E)

(City, State, Zip)

This letter provides the Certification requested for Nitrogen, NF Lot # _____ (F) _____ supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. These cylinders are not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Identification	Pass	(G)
Odor	No appreciable odor (None)	(H)
Oxygen	≤ 1.0%	(I)
Carbon Monoxide	≤ 0.001%	*
Assay	≥ 99.0%	(J)

***Note:** Carbon Monoxide test is only performed on each new bulk supply (raw material). Airgas has conducted a validation study to show once the bulk supply has been tested, there is no increase in carbon monoxide levels in the subsequent lots filled from the bulk supply.

The methodology being used to perform the NF Test for Assay is indicated below:

☐ Paramagnetic – Analyzer Make/Model # _____ (K)

☐ Electrochemical – Analyzer Make/Model # _____ (K)

Analyzers noted above have been validated as acceptable alternatives to the official NF Gas Chromatography method for Nitrogen Assay. Validation study documentation is available.

☐ Gas Chromatography (Official NF Method) _____ (K)

Signature: _____ (L) Date: _____ (M)

Certificate of Analysis – Nitrogen, NF Matrix

A	Customer Name	Enter the name of the Customer requesting the COA
B	Customer Street Address	Enter the street address of the Customer requesting the COA
C	Customer City, State, Zip	Enter the City, State and Zip of the Customer requesting the COA
D	Airgas filling location street address	Enter the street address of the Airgas filling location
E	Airgas filling location City, State, Zip	Enter the City, State and Zip of the Airgas filling location
F	Lot Number	Enter the Lot Number corresponding to the results stated on COA
G	Identification test result	Enter the Identification test result from the PCR
H	Odor test result	Enter the Odor test result from the PCR
I	Oxygen percentage	Enter the Oxygen percentage from the PCR
J	Assay test result	Enter the Assay test result from the PCR
K	Type of Analyzer used during analysis	Select the method analysis and enter the make and model of the analyzer used
L	Signature of associate completing COA	Signature of associate completing the COA
M	Date the certificate was signed	Enter the date in MM/DD/YY format



Certificate of Analysis – Nitrogen, NF

Customer

Airgas USA, LLC

(Street Address)

(Street Address)

(City, State, Zip)

(City, State, Zip)

This letter provides the Certification requested for Nitrogen, NF Lot # _____ supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. These cylinders are not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Identification	Pass	
Odor	No appreciable odor (None)	
Oxygen	$\leq 1.0\%$	
Carbon Monoxide	$\leq 0.001\%$	*
Assay	$\geq 99.0\%$	

***Note:** Carbon Monoxide test is only performed on each new bulk supply (raw material). Airgas has conducted a validation study to show once the bulk supply has been tested, there is no increase in carbon monoxide levels in the subsequent lots filled from the bulk supply.

The methodology being used to perform the NF Test for Assay is indicated below:

- ☐ Paramagnetic - Analyzer Make/Model # _____
- ☐ Electrochemical - Analyzer Make/Model # _____

Analyzers noted above have been validated as acceptable alternatives to the official NF Gas Chromatography method for Nitrogen Assay. Validation study documentation is available.

- ☐ Gas Chromatography (Official NF Method) Model # _____

Signature: _____ Date: _____



Certificate of Analysis – Carbon Dioxide, USP - MATRIX

Customer

(A)

Airgas USA, LLC

(B)

(Street Address)

(D)

(Street Address)

(C)

(City, State, Zip)

(E)

(City, State, Zip)

This letter provides the Certification requested for Carbon Dioxide, USP, Lot # _____ (F) _____ supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. These cylinders are not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Identification	Pass	(G)
Water	$\leq 150 \text{ mg/m}^3$	(H)
Ammonia	$\leq 0.0025 \%$	(I)
Hydrogen Sulfide	$\leq 1 \text{ ppm}$	(J)
Nitric Oxide	$\leq 2.5 \text{ ppm}$	(K)
Carbon Monoxide	$\leq 0.001\%$	(L)
Nitrogen Dioxide	$\leq 2.5 \text{ ppm}$	(M)
Sulfur Dioxide	$\leq 5 \text{ ppm}$	(N)
Assay	$\geq 99.0\%$	(O)

Certificate of Analysis – Carbon Dioxide, USP

The methodology used to perform the USP Test for Assay is indicated below:

☐ Carbon Dioxide Orsat **(P)**

Official USP Method

☐ Carbon Dioxide Zahm-Nagel **(P)**

This method has been validated as an acceptable alternative to the official USP Method for Carbon Dioxide Assay. Validation study documentation is available.

☐ Carbon Dioxide Pressure Differential **(P)**

This method has been validated as an acceptable alternative to the official USP Orsat Method for Carbon Dioxide Assay. Validation study documentation is available.

☐ _____ **(P)** _____ Gas Chromatograph Model # _____ **(P)** _____

This method has been validated as an acceptable alternative to the official USP Orsat Method for Carbon Dioxide Assay. Validation study documentation is available.

Signature: _____ **(Q)** Date: _____ **(R)**



Certificate of Analysis – Carbon Dioxide, USP Matrix

A	Customer Name	Enter the name of the Customer requesting the COA
B	Customer Street Address	Enter the street address of the Customer requesting the COA
C	Customer City, State, Zip	Enter the City, State and Zip of the Customer requesting the COA
D	Airgas filling location street address	Enter the street address of the Airgas filling location
E	Airgas filling location City, State, Zip	Enter the City, State and Zip of the Airgas filling location
F	Lot Number	Enter the Lot Number corresponding to the results stated on COA
G	Identification test result	Enter the Identification test result from the PCR
H	Water test result	Enter the Water test result from the PCR
I	Ammonia test result	Enter the Ammonia test result from the PCR
J	Hydrogen Sulfide test result	Enter the Hydrogen Sulfide test result from the PCR
K	Nitric Oxide test result	Enter the Nitric Oxide test result from the PCR
L	Carbon Monoxide result	Enter the Carbon Monoxide test result from the PCR
M	Nitrogen Dioxide result	Enter the Nitrogen Dioxide result from the PCR
N	Sulfur Dioxide result	Enter the Sulfur Dioxide test result from the PCR
O	Assay test result	Enter the Assay test result from the PCR
P	Type of Analyzer used during analysis	Select the method analysis and enter the make and model of the analyzer used
Q	Signature of associate completing COA	Signature of associate completing the COA
R	Date the certificate was signed	Enter the date in MM/DD/YY format



Certificate of Analysis – Carbon Dioxide, USP

Customer

Airgas USA, LLC

(Street Address)

(Street Address)

(City, State, Zip)

(City, State, Zip)

This letter provides the Certification requested for Carbon Dioxide, USP, Lot # _____ supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. These cylinders are not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Identification	Pass	
Water	$\leq 150 \text{ mg/m}^3$	
Ammonia	$\leq 0.0025 \%$	
Hydrogen Sulfide	$\leq 1 \text{ ppm}$	
Nitric Oxide	$\leq 2.5 \text{ ppm}$	
Carbon Monoxide	$\leq 0.001\%$	
Nitrogen Dioxide	$\leq 2.5 \text{ ppm}$	
Sulfur Dioxide	$\leq 5 \text{ ppm}$	
Assay	$\geq 99.0\%$	



Certificate of Analysis – Carbon Dioxide, USP

The methodology used to perform the USP Test for Assay is indicated below:

☐ Carbon Dioxide Orsat

Official USP Method

☐ Carbon Dioxide Zahm-Nagel

This method has been validated as an acceptable alternative to the official USP Method for Carbon Dioxide Assay. Validation study documentation is available.

☐ Carbon Dioxide Pressure Differential

This method has been validated as an acceptable alternative to the official USP Orsat Method for Carbon Dioxide Assay. Validation study documentation is available.

☐ _____ Gas Chromatograph Model # _____

This method has been validated as an acceptable alternative to the official USP Orsat Method for Carbon Dioxide Assay. Validation study documentation is available

Signature: _____ Date: _____



Certificate of Analysis – Medical Air, USP - MATRIX

Customer

(A)

Airgas USA, LLC

(B)

(Street Address)

(D)

(Street Address)

(C)

(City, State, Zip)

(E)

(City, State, Zip)

This letter provides the Certification requested for Medical Air, USP, Lot # _____ (F) _____ supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. These cylinders are not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Water and oil	No liquid discernible on mirror (None)	(G)
Odor	No appreciable odor (None)	(H)
Carbon Dioxide	$\leq 0.05\%$	(I)
Carbon Monoxide	$\leq 0.001\%$	(J)
Nitric Oxide and Nitrogen Dioxide	≤ 2.5 ppm	(K)
Sulfur Dioxide	≤ 5 ppm	(L)
Oxygen Assay	19.5 – 23.5%	(M)

Note: Airgas manufactures Medical Air, USP by atmospheric compression.

The methodology used to perform the USP Test for Assay is indicated below:

Paramagnetic – Analyzer (Official USP Method) Make/Model # _____ (N)

Signature: _____ (O) Date: _____ (P)



Certificate of Analysis – Medical Air, USP Matrix

A	Customer Name	Enter the name of the Customer requesting the COA
B	Customer Street Address	Enter the street address of the Customer requesting the COA
C	Customer City, State, Zip	Enter the City, State and Zip of the Customer requesting the COA
D	Airgas filling location street address	Enter the street address of the Airgas filling location
E	Airgas filling location City, State, Zip	Enter the City, State and Zip of the Airgas filling location
F	Lot Number	Enter the Lot Number corresponding to the results stated on COA
G	Water and oil	Enter the Water and Oil test result from the PCR
H	Odor	Enter the Odor test result from the PCR
I	Carbon Dioxide	Enter the Carbon Dioxide test result from the PCR
J	Carbon Monoxide	Enter the Carbon Monoxide test result from the PCR
K	Nitric Oxide and Nitrogen Dioxide	Enter the Nitric Oxide and Nitrogen Dioxide test result from the PCR
L	Sulfur Dioxide	Enter the Sulfur Dioxide test result from the PCR
M	Oxygen Assay	Enter the Oxygen Assay result from the PCR
N	Type of Analyzer used during analysis	Enter the make and model of the analyzer used
O	Signature of associate completing COA	Signature of associate completing the COA
P	Date the certificate was signed	Enter the date in MM/DD/YY format



Certificate of Analysis – Medical Air, USP

Customer

Airgas USA, LLC

(Street Address)

(Street Address)

(City, State, Zip)

(City, State, Zip)

This letter provides the Certification requested for Medical Air, USP, Lot # _____ supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. These cylinders are not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Water and oil	No liquid discernible on mirror (None)	
Odor	No appreciable odor (None)	
Carbon Dioxide	≤ 0.05%	
Carbon Monoxide	≤ 0.001%	
Nitric Oxide and Nitrogen Dioxide	≤ 2.5 ppm	
Sulfur Dioxide	≤ 5 ppm	
Oxygen Assay	19.5 – 23.5%	

Note: Airgas manufactures Medical Air, USP by atmospheric compression.

The methodology used to perform the USP Test for Assay is indicated below:

Paramagnetic - Analyzer (Official USP Method) Make/Model # _____

Signature: _____ Date: _____



Certificate of Analysis – Helium, USP - MATRIX

Customer

(A)

Airgas USA, LLC

(B)

(Street Address)

(D)

(Street Address)

(C)

(City, State, Zip)

(E)

(City, State, Zip)

This letter provides the Certification requested for Helium, USP, Lot # _____ (F) _____ supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. This product is not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Identification	Pass	(G)
Odor	No appreciable odor (None)	(H)
Carbon Monoxide	$\leq 0.001\%$	(I)
Air	$\leq 1.0\%$	(J)
Assay	$\geq 99.0\%$	(K)

The methodology used to perform the USP Test for Assay is indicated below:

Gas Chromatography (Official USP Method) Model #

(L)

Signature:

(M)

Date:

(N)

Certificate of Analysis – Helium, USP Matrix

A	Customer Name	Enter the name of the Customer requesting the COA
B	Customer Street Address	Enter the street address of the Customer requesting the COA
C	Customer City, State, Zip	Enter the City, State and Zip of the Customer requesting the COA
D	Airgas filling location street address	Enter the street address of the Airgas filling location
E	Airgas filling location City, State, Zip	Enter the City, State and Zip of the Airgas filling location
F	Lot Number	Enter the Lot Number corresponding to the results stated on COA
G	Identification test result	Enter the Identification test result from the PCR
H	Odor test result	Enter the Odor test result from the PCR
I	Carbon Monoxide result	Enter the Carbon Monoxide test result from the PCR
J	Air test result	Enter the Air test result from the PCR
K	Assay test result	Enter the Assay test result from the PCR
L	Type of Analyzer used during analysis	Enter the make and model of the analyzer used
M	Signature of associate completing COA	Signature of associate completing the COA
N	Date the certificate was signed	Enter the date in MM/DD/YY format



Certificate of Analysis – Helium, USP

Customer

Airgas USA, LLC

(Street Address)

(Street Address)

(City, State, Zip)

(City, State, Zip)

This letter provides the Certification requested for Helium, USP, Lot # _____ supplied in cylinders/vessels/tube trailers by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. This product is not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Identification	Pass	
Odor	No appreciable odor (None)	
Carbon Monoxide	$\leq 0.001\%$	
Air	$\leq 1.0\%$	
Assay	$\geq 99.0\%$	

The methodology used to perform the USP Test for Assay is indicated below:

Gas Chromatography (Official USP method) Model # _____

Signature: _____ Date: _____



Certificate of Analysis – Nitrous Oxide, USP - MATRIX

Customer

(A)

Airgas USA, LLC

(B)

(Street Address)

(D)

(Street Address)

(C)

(City, State, Zip)

(E)

(City, State, Zip)

This letter provides the Certification requested for Nitrous Oxide, USP, Lot # _____ (F) _____, supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. These cylinders are not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Identification	Pass	(G)
Water	$\leq 150 \text{ mg/m}^3$	(H)
Ammonia	$\leq 25 \text{ ppm}$	(I)
Nitric Oxide	$\leq 1 \text{ ppm}$	(J)
Carbon Monoxide	$\leq 10 \text{ ppm}$	(K)
Nitrogen Dioxide	$\leq 1 \text{ ppm}$	(L)
Halogens	$\leq 1 \text{ ppm}$	(M)
Carbon Dioxide	$\leq 300 \text{ ppm}$	(N)
Air	$\leq 1.0\%$	(O)
Assay	$\geq 99.0\%$	(P)

Certificate of Analysis – Nitrous Oxide, USP Matrix

The methodology used to perform the USP Test for Assay is indicated below:

☐ Nitrous Oxide Pressure Differential (Q)

This method has been validated as an acceptable alternative to the official USP Gas Chromatograph Method for Carbon Dioxide Assay. Validation study documentation is available.

☐ _____(R) _____ Gas Chromatograph Model # _____(R)_____

This method has been validated as an acceptable alternative to the official USP Gas Chromatograph Method for Nitrous Oxide Assay. Validation study documentation is available

Signature: _____(S) Date: _____(T)



Certificate of Analysis – Nitrous Oxide, USP Matrix

A	Customer Name	Enter the name of the Customer requesting the COA
B	Customer Street Address	Enter the street address of the Customer requesting the COA
C	Customer City, State, Zip	Enter the City, State and Zip of the Customer requesting the COA
D	Airgas filling location street address	Enter the street address of the Airgas filling location
E	Airgas filling location City, State, Zip	Enter the City, State and Zip of the Airgas filling location
F	Lot Number	Enter the Lot Number corresponding to the results stated on COA
G	Identification test result	Enter the Identification test result from the PCR
H	Water test result	Enter the Water test result from the PCR
I	Ammonia test result	Enter the Ammonia test result from the PCR
J	Nitric Oxide test result	Enter the Nitric Oxide test result from the PCR
K	Carbon Monoxide test result	Enter the Carbon Monoxide test result from the PCR
L	Nitrogen Dioxide test result	Enter the Nitrogen Dioxide result from the PCR
M	Halogens test result	Enter the Halogens result from the PCR
N	Carbon Dioxide test result	Enter the Carbon Dioxide test result from the PCR
O	Air test result	Enter the Air % from the PCR
P	Assay test result	Enter the Assay test result from the PCR
Q	Nitrous Oxide Pressure Differential	If the Pressure Differential method was used to determine assay, check the block
R	Gas Chromatograph	If a Gas Chromatograph was used to determine assay, check the block, enter the Manufacturer and Model of the GC
S	Signature of associate completing COA	Signature of associate completing the COA
T	Date the certificate was signed	Enter the date in MM/DD/YY format



Certificate of Analysis – Nitrous Oxide, USP

Customer

Airgas USA, LLC

(Street Address)

(Street Address)

(City, State, Zip)

(City, State, Zip)

This letter provides the Certification requested for Nitrous Oxide, USP, Lot # _____ supplied in cylinders/vessels by our location.

These cylinders were filled in accordance with our Standard Operating Procedures for the manufacture of Medical Gases. By following these procedures, our location ensures products are safely manufactured in compliance with FDA's Current Good Manufacturing Practices (cGMP) Regulations and FDA Medical Gas Guidelines.

Caution: Airgas USA, LLC supplies this certification to customers in order to assist customer's compliance with 21 CFR §211.84. This certification does not eliminate customer's obligation to comply with other portions of 21 CFR §§ 210 & 211 including, but not limited to: 21 CFR §211.265 (finished product testing) for cylinders and vessels filled from these supply cylinders. These cylinders are not certified for instrument calibration purposes.

Test/Requirement	USP Specification	Lot Analysis
Identification	Pass	
Water	$\leq 150 \text{ mg/m}^3$	
Ammonia	$\leq 25 \text{ ppm}$	
Nitric Oxide	$\leq 1 \text{ ppm}$	
Carbon Monoxide	$\leq 10 \text{ ppm}$	
Nitrogen Dioxide	$\leq 1 \text{ ppm}$	
Halogens	$\leq 1 \text{ ppm}$	
Carbon Dioxide	$\leq 300 \text{ ppm}$	
Air	$\leq 1.0\%$	
Assay	$\geq 99.0\%$	

Certificate of Analysis – Nitrous Oxide, USP

The methodology used to perform the USP Test for Assay is indicated below:

☐ Nitrous Oxide Pressure Differential

This method has been validated as an acceptable alternative to the official USP Gas Chromatograph Method for Carbon Dioxide Assay. Validation study documentation is available.

☐ _____ Gas Chromatograph Model # _____

This method has been validated as an acceptable alternative to the official USP Gas Chromatograph Method for Nitrous Oxide Assay. Validation study documentation is available

Signature: _____ Date: _____



Liquid Oxygen Testing Conformance Record - MATRIX

<p>AIRGAS USA, LLC (A)</p>

At the above listed facility, the method of analysis being used to perform the USP test for the assay of Oxygen, USP is:

Paramagnetic – Analyzer Make/Model # _____ (B)

Signature: _____ (C) Date: _____ (D)

Liquid Oxygen Testing Conformance Record - MATRIX

A	Airgas filling location address	Enter the complete address of the Airgas filling location including Street, City, State and Zip
B	Type of Analyzer used during analysis	Enter the make and model of the analyzer used at the Airgas facility to test liquid oxygen
C	Signature of associate completing the conformance record	Signature of associate completing the conformance record
D	Date the conformance record was signed	Enter the date in MM/DD/YY format

Uncontrolled Copy

Liquid Oxygen Testing Conformance Record

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At the above listed facility, the method of analysis being used to perform the USP test for the assay of Oxygen, USP is:

Paramagnetic - Analyzer Model # _____

Signature: _____ Date: _____

Liquid Oxygen, USP Analytical Tag - Matrix



CERTIFICATE OF ANALYSIS
LIQUID OXYGEN, U.S.P.

FILLED BY: (Please stamp location address or place label below)

(A)

THIS VESSEL CONTAINS OXYGEN, U.S.P. (see reverse side for test results)
 OXYGEN PRODUCED BY THE AIR LIQUEFACTION PROCESS

O.D.T. 2015

UNIT NUMBER **(B)** _____

AMOUNT **(D)** _____

USP TESTS			
TEST	ASSAY	ID	ODOR
LIMITS	≥ 99.0%	PASS	NONE
RESULT	(E)	(F)	(G)

(H)
 CUSTOMER WITNESSED TESTS: ☐ YES ☐ NO

ABSENCE OF ODOR CONFIRMED BY THE OLFACTORY METHOD

OXYGEN ASSAY AND ID TESTED WITH A **(I)** _____ ANALYZER. MODEL NO. **(J)** _____

SUPPLIER'S SIGNATURE **(K)** _____ DATE **(L)** _____

CUSTOMER'S SIGNATURE **(M)** _____ DATE **(N)** _____

SERIAL NUMBER **(C)** _____

INS., LBS., GALS., LITERS., CU. FT. _____

FOR CUSTOMER USE TO DOCUMENT TESTS PERFORMED ON THIS VESSEL IF TESTING WAS NOT WITNESSED

USP TESTS			
TEST	ASSAY	ID	ODOR
LIMITS	≥ 99.0%	PASS	NONE
RESULT			

(O)

Enter Lot Number or Place Lot Sticker Here

Liquid Oxygen, USP Analytical Tag - Matrix

A	Airgas filling location street address	Enter the complete address of the Airgas filling location including Street, City, State and Zip
B	Unit Number	If the tag will be applied to a tank in a Med Van of Puritan Plus truck, enter the vehicle unit number. Otherwise enter "N/A"
C	Serial Number	Enter the serial number of the tank or liquid cylinder where the tag will be applied
D	Amount and Unit of Measure	Enter the total amount of product in the lot and circle the unit of measure corresponding to the entry made on the amount line
E	Assay test result	Enter the Assay test result from the PCR
F	Identification test result	Enter the Identification test result from the PCR
G	Odor test result	Enter the Odor test result from the PCR
H	Customer witness test	Select "YES" or "NO" as appropriate. DO NOT leave blank.
I	Make of oxygen analyzer	Enter the manufacturer of the oxygen analyzer used (for example: Servomex)
J	Model No. of oxygen analyzer	Enter the model number of the oxygen analyzer used
K	Signature of associate completing COA	Signature of associate completing the COA
L	Date the certificate was signed	Enter the date in MM/DD/YY format
M	Customer's Signature	If the customer witnessed testing, customer's signature is entered here. If the customer did not witness testing, leave blank
N	Date the certificate was signed	If the customer witnessed testing, the date of the customer's signature is entered here. If customer did not witness testing, leave blank
O	Lot number	Place a lot sticker here or enter the lot number



Liquid Oxygen, USP Analytical Tag

Airgas **CERTIFICATE OF ANALYSIS**
LIQUID OXYGEN, U.S.P.

FILLED BY: (Please stamp location address or place label below)

THIS VESSEL CONTAINS OXYGEN, U.S.P. (see reverse side for test results)
OXYGEN PRODUCED BY THE AIR LIQUEFACTION PROCESS

O.D.T. 2015

UNIT NUMBER _____ SERIAL NUMBER _____
AMOUNT _____ INS., LBS., GALS., LITERS., CU. FT. _____

USP TESTS			
TEST	ASSAY	ID	ODOR
LIMITS	≥ 99.0%	PASS	NONE
RESULT			

CUSTOMER WITNESSED TESTS: ☐ YES ☐ NO

ABSENCE OF ODOR CONFIRMED BY THE OLFACTORY METHOD

OXYGEN ASSAY AND ID TESTED WITH A _____ ANALYZER. MODEL NO. _____

SUPPLIER'S SIGNATURE _____ DATE _____


CUSTOMER'S SIGNATURE _____ DATE _____

FOR CUSTOMER USE TO DOCUMENT TESTS PERFORMED ON THIS VESSEL IF TESTING WAS NOT WITNESSED

USP TESTS			
TEST	ASSAY	ID	ODOR
LIMITS	≥ 99.0%	PASS	NONE
RESULT			

Enter Lot Number or Place Lot Sticker Here

Liquid Nitrogen, NF Analytical Tag - Matrix



CERTIFICATE OF ANALYSIS
LIQUID NITROGEN, N. F.

FILLED BY: (Please stamp location address or place label below)

(A)

THIS VESSEL CONTAINS NITROGEN, N.F. (see reverse side for test results)
 NITROGEN PRODUCED BY THE AIR LIQUEFACTION PROCESS

N.D.T. 2015

UNIT NUMBER **(B)** SERIAL NUMBER **(C)**

AMOUNT **(D)** INS., LBS., GALS., LITERS., CU. FT.

N. F. TESTS

TEST	ASSAY	ID	ODOR
LIMITS	≥ 99.0%	PASS	NONE
RESULT	(E)	(F)	(G)

ABSENCE OF ODOR CONFIRMED BY THE OLFACTORY METHOD

IDENTIFICATION CONFIRMED WITH A **(H)** ANALYZER. MODEL NO. **(I)**

NITROGEN ASSAY TESTED WITH A **(J)** ANALYZER. MODEL NO. **(K)**

SUPPLIER'S SIGNATURE **(L)** DATE **(M)**

CUSTOMER'S SIGNATURE **(N)** DATE **(O)**


(P) Enter Lot Number or Place Lot Sticker Here



Liquid Nitrogen, NF Analytical Tag - Matrix

A	Airgas filling location street address	Enter the complete address of the Airgas filling location including Street, City, State and Zip
B	Unit Number	If the tag will be applied to a tank on a vehicle, enter the vehicle unit number. Otherwise enter "N/A"
C	Serial Number	Enter the serial number of the tank or liquid cylinder where the tag will be applied
D	Amount and Unit of Measure	Enter the total amount of product in the lot and circle the unit of measure corresponding to the entry made on the amount line
E	Assay test result	Enter the Assay test result from the PCR
F	Identification test result	Enter the Identification test result from the PCR
G	Odor test result	Enter the Odor test result from the PCR
H	Analyzer used for Identification test	Enter the manufacturer of the analyzer used for Identification test (for example: Servomex)
I	Model No. of analyzer	Enter the model number of the analyzer used for Identification test
J	Analyzer used for Assay test	Enter the manufacturer of the analyzer used for Assay test (for example: Servomex)
K	Model No. of analyzer	Enter the model number of the analyzer used for Assay test
L	Signature of associate completing COA	Signature of associate completing the COA
M	Date the certificate was signed	Enter the date in MM/DD/YY format
N	Customer's Signature	Leave blank
O	Date the certificate was signed	Leave blank
P	Lot number	Place a lot sticker here or enter the lot number

Liquid Nitrogen, NF Analytical Tag



CERTIFICATE OF ANALYSIS
LIQUID NITROGEN, N. F.

FILLED BY: (Please stamp location address or place label below)

THIS VESSEL CONTAINS NITROGEN, N.F. (see reverse side for test results)
NITROGEN PRODUCED BY THE AIR LIQUEFACTION PROCESS

N.D.T. 2015

UNIT NUMBER _____
AMOUNT _____

SERIAL NUMBER _____
INS., LBS., GALS., LITERS., CU. FT.

N. F. TESTS			
TEST	ASSAY	ID	ODOR
LIMITS	≥ 99.0%	PASS	NONE
RESULT			

ABSENCE OF ODOR CONFIRMED BY THE OLFACTORY METHOD

IDENTIFICATION CONFIRMED WITH A _____ ANALYZER. MODEL NO. _____

NITROGEN ASSAY TESTED WITH A _____ ANALYZER. MODEL NO. _____

SUPPLIER'S SIGNATURE _____

DATE _____

CUSTOMER'S SIGNATURE _____

DATE _____

Enter Lot Number or Place Lot Sticker Here

Julian Date Chart – Perpetual

Day	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
1	001	032	060	091	121	152	182	213	244	274	305	335
2	002	033	061	092	122	153	183	214	245	275	306	336
3	003	034	062	093	123	154	184	215	246	276	307	337
4	004	035	063	094	124	155	185	216	247	277	308	338
5	005	036	064	095	125	156	186	217	248	278	309	339
6	006	037	065	096	126	157	187	218	249	279	310	340
7	007	038	066	097	127	158	188	219	250	280	311	341
8	008	039	067	098	128	159	189	220	251	281	312	342
9	009	040	068	099	129	160	190	221	252	282	313	343
10	010	041	069	100	130	161	191	222	253	283	314	344
11	011	042	070	101	131	162	192	223	254	284	315	345
12	012	043	071	102	132	163	193	224	255	285	316	346
13	013	044	072	103	133	164	194	225	256	286	317	347
14	014	045	073	104	134	165	195	226	257	287	318	348
15	015	046	074	105	135	166	196	227	258	288	319	349
16	016	047	075	106	136	167	197	228	259	289	320	350
17	017	048	076	107	137	168	198	229	260	290	321	351
18	018	049	077	108	138	169	199	230	261	291	322	352
19	019	050	078	109	139	170	200	231	262	292	323	353
20	020	051	079	110	140	171	201	232	263	293	324	354
21	021	052	080	111	141	172	202	233	264	294	325	355
22	022	053	081	112	142	173	203	234	265	295	326	356
23	023	054	082	113	143	174	204	235	266	296	327	357
24	024	055	083	114	144	175	205	236	267	297	328	358
25	025	056	084	115	145	176	206	237	268	298	329	359
26	026	057	085	116	146	177	207	238	269	299	330	360
27	027	058	086	117	147	178	208	239	270	300	331	361
28	028	059	087	118	148	179	209	240	271	301	332	362
29	029		088	119	149	180	210	241	272	302	333	363
30	030		089	120	150	181	211	242	273	303	334	364
31	031		090		151		212	243		304		365

Julian Date Chart - Leap Year

Day	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
1	001	032	061	092	122	153	183	214	245	275	306	336
2	002	033	062	093	123	154	184	215	246	276	307	337
3	003	034	063	094	124	155	185	216	247	277	308	338
4	004	035	064	095	125	156	186	217	248	278	309	339
5	005	036	065	096	126	157	187	218	249	279	310	340
6	006	037	066	097	127	158	188	219	250	280	311	341
7	007	038	067	098	128	159	189	220	251	281	312	342
8	008	039	068	099	129	160	190	221	252	282	313	343
9	009	040	069	100	130	161	191	222	253	283	314	344
10	010	041	070	101	131	162	192	223	254	284	315	345
11	011	042	071	102	132	163	193	224	255	285	316	346
12	012	043	072	103	133	164	194	225	256	286	317	347
13	013	044	073	104	134	165	195	226	257	287	318	348
14	014	045	074	105	135	166	196	227	258	288	319	349
15	015	046	075	106	136	167	197	228	259	289	320	350
16	016	047	076	107	137	168	198	229	260	290	321	351
17	017	048	077	108	138	169	199	230	261	291	322	352
18	018	049	078	109	139	170	200	231	262	292	323	353
19	019	050	079	110	140	171	201	232	263	293	324	354
20	020	051	080	111	141	172	202	233	264	294	325	355
21	021	052	081	112	142	173	203	234	265	295	326	356
22	022	053	082	113	143	174	204	235	266	296	327	357
23	023	054	083	114	144	175	205	236	267	297	328	358
24	024	055	084	115	145	176	206	237	268	298	329	359
25	025	056	085	116	146	177	207	238	269	299	330	360
26	026	057	086	117	147	178	208	239	270	300	331	361
27	027	058	087	118	148	179	209	240	271	301	332	362
28	028	059	088	119	149	180	210	241	272	302	333	363
29	029	060	089	120	150	181	211	242	273	303	334	364
30	030		090	121	151	182	212	243	274	304	335	365
31	031		091		152		213	244		305		366



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Erin D'Vincent, Senior Buyer Specialist

DATE: March 11, 2015

SUBJECT: Request for Determination of Goals for Solicitation No. EAD0610

Project Name: Compressed Medical Grade Oxygen

Commodity

Code(s): 43048, 9794555,

Estimated Value: \$600,000

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

The Departmental Point of Contact is: Bill Alderete at Phone: 978-0485

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017.

☐ Approved w/ Goals

☒ Approved, w/out Goals

Recommend the use of the following goals based on the below reasons:

a. Goals: % MBE % WBE

b. Subgoals % African American % Hispanic

 % Native/Asian American % WBE

This determination is based on the following reasons:

There is only one certified firm for this solicitation. There are insufficient scopes of work.

Veronica Lara, Director

Date:

3-17-15

cc: Lorena Resendiz