

AN ORDINANCE 2010-09-16-0795

**ACCEPTING THE BID FROM HOYT BREATHING AIR PRODUCTS TO PROVIDE THE FIRE DEPARTMENT WITH SELF-CONTAINED BREATHING APPARATUSES AND ANCILLARY EQUIPMENT FOR A TOTAL COST OF \$135,227.87, FUNDED WITH FIRE DEPARTMENT FY 2010 BUDGET AND THE 2008 DEPARTMENT OF HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE GRANT.**

\* \* \* \* \*

**WHEREAS**, an offer was submitted by Hoyt Breathing Air Products to provide the City of San Antonio Fire Department with self-contained breathing apparatuses and ancillary equipment for a total cost of \$135,227.87; and

**WHEREAS**, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to protect the public health or safety; **NOW THEREFORE**:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The offer submitted by Hoyt Breathing Air Products to provide the City of San Antonio Fire Department with self-contained breathing apparatuses and ancillary equipment for a total cost of \$135,227.87 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** The sum of \$135,227.87 is hereby appropriated in the below designated fund and will be disbursed as follows:

Amount	CC/IO	General Ledger No	Fund No	Funding Source
\$93,179.07	2004010001	5304050	11001000	General Fund
\$42,048.80	1200000000066	5304080	2606520011	UASI Grant
\$135,227.87	Total Amount:			

Payment is authorized to the Hoyt Breathing Air Products and should be encumbered with a purchase order.

**SECTION 3.** The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

LOC/fpr  
9/16/10  
Item No. 10

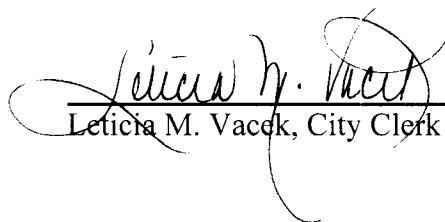
**SECTION 4.** This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

**PASSED and APPROVED** this 16<sup>th</sup> day of September, 2010.



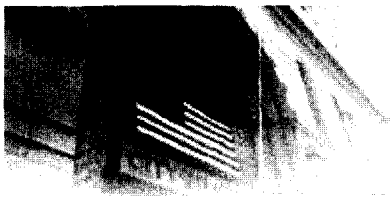
**M A Y O R**  
Julián Castro

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

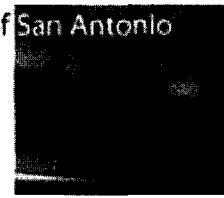
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**

City of San Antonio



## Agenda Voting Results - 10

<b>Name:</b>	9, 10, 11, 12, 13, 16, 17, 19, 20, 21A, 21B, 21C, 23						
<b>Date:</b>	09/16/2010						
<b>Time:</b>	11:21:03 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance accepting the bid from Hoyt Breathing Air Products to provide the Fire Department with self-contained breathing apparatuses and ancillary equipment for a total cost of \$135,227.87, funded with Fire Department FY 2010 Budget and the 2008 Department of Homeland Security Urban Area Security Initiative grant. [Ben Gorzell, Chief Financial Officer; Janie Cantu, Director, Purchasing & General Services]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

## CITY OF SAN ANTONIO PURCHASING &amp; GENERAL SERVICES DEPARTMENT

Issued By: CC  
OFFER NO.: 10-139-CC

Date Issued: July 15, 2010

REQUEST FOR OFFER  
SELF CONTAINED BREATHING APPARATUS

PLEASE REVIEW THE TERMS AND CONDITIONS FOR THIS REQUEST FOR OFFER AND PROVIDE YOUR  
OFFER NO LATER THAN 2:00 P.M., JULY 30, 2010.

The City of San Antonio Purchasing & General Services Department is willing to assist any vendor in the interpretation of provisions or explanation of how forms are to be completed. Assistance may be received by visiting the Purchasing Office in Riverview Towers, 111 Soledad, Suite 1100, or by calling (210) 207-7260.

This invitation includes the following:

Request for Offer  
Terms and Conditions of Request for Offer

Specifications and General Requirements  
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the vendor to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying offer sheet(s). By signing below, Vendor has read the entire document and agreed to the terms therein.

Signer's Name: Pete L. Hoyt  
(Please Print or Type)

Firm Name: Hoyt Breathing Air Products

Address: 252 East State Hwy. 276

Signature of Person Authorized to Sign Offer

City, State, Zip Code: West Tawakoni, TX 75474

Email Address: hbap2melissa@aol.com

Telephone No.: 800-447-3385

Fax No.: 903-447-3409

Please complete the following:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

\_\_\_\_ Non-minority \_\_\_\_ Hispanic \_\_\_\_ African-American \_\_\_\_ Other Minority (specify) \_\_\_\_\_

☒ Female Owned \_\_\_\_ Handicapped Owned \_\_\_\_ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ Sole Proprietorship \_\_\_\_ Other (specify) \_\_\_\_\_

Tax Identification Number: 75-2468517

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: \_\_\_\_\_

CITY OF SAN ANTONIO

## STANDARD CONTRACT TERMS AND CONDITIONS

### READ CAREFULLY

#### 1. GENERAL CONDITIONS

Vendor (hereinafter "bidders", "vendors" or "contractors") are required to submit their offer upon the following expressed conditions:

- (a) Vendor shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Vendor shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the offer conditions. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Vendor is advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any offer, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore Vendor must clearly indicate any portion of the submitted offer that the vendor claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

#### 2. PREPARATION OF OFFER

Offer will be prepared in accordance with the following:

- (a) All information required by the offer form shall be furnished. The vendor shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (c) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this Offer.
- (d) Vendor will neither include federal taxes nor State of Texas limited sales excise and use taxes in offer prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by vendor.

### **3. DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each offer must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

### **4. EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ECONOMIC DEVELOPMENT (SBEDA) PROGRAM**

It is the policy of the City of San Antonio that Small, Minority, African-American and Women Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, vendor agrees, by submittal of this offer, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Economic Development Advocacy (SBEDA) Program Policy Ordinance. This clause and policy are available in the City Clerk's Office and the City's Economic Development Department.

### **5. SAMPLES, DEMONSTRATIONS AND TESTING**

At the City's request and direction, vendor shall provide product samples and/or testing of items offered to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the vendor. Samples will be returned upon request, otherwise, samples will become property of the City of San Antonio, ten days after date of submission.

### **6. SUBMISSION OF OFFER**

- (a) By submittal of this offer, vendor certifies to the best of his/her knowledge that all information is true and correct.

### **7. REJECTION OF OFFER**

- (a) The City may reject an offer if:
  - 1. The vendor misstates or conceals any material fact in the offer; or
  - 2. The offer does not strictly conform to law or the requirements of the offer;
- (b) In the event that a vendor is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the offer, or if awarded the offer, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent vendor as a result of such contract.
- (c) The City may reject an offer whenever it is deemed in the best interest of the City to do so. The City at its sole discretion may also waive any minor informalities or irregularities in an offer, to include failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

### **8. WITHDRAWAL OF OFFER**

Offer may not be withdrawn after the time set for the submission date, unless approved by the City Council.

## 9. LATE OFFER OR MODIFICATIONS

Offer and modifications received after the time set for the submission date may not be considered.

## 10. CLARIFICATION TO OFFER SPECIFICATIONS

- (a) If any person contemplating submitting an offer for this contract is in doubt as to the true meaning of the specifications, other offer documents, or any part thereof, he/she may submit to the City Director of Purchasing and General Services, ("Director") on or before seven calendar days prior to submission date, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the offer, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to vendor receiving offer. The City will not be responsible for any other explanation or interpretation of the proposed offer made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this offer must be filed in writing with the Director on or before seven calendar days prior to the submission date.
- (b) The City reserves the right to request clarification to assist in evaluating the vendor's response when the offer response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the offer response in any fashion and such information must be provided within two days from request.

## 11. INVOICING, PAYMENT AND DISCOUNTS

- (a) Address for Invoices. All invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, TX 78283-3976.

- (b) Information Required on Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

- (c) Payment by City. City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice, or a credit memorandum for the disputed amount, or the item must be issued by the vendor. City will not make partial payments on an invoice where there is a dispute.

- (d) NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF THE

CITY AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

- (e) The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.
- (f) Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in prices. An exemption certificate will be signed by City where applicable upon request by offeror after contract award.
- (g) Prompt Payment Discount. Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration in determining who the low offeror is. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the price, either per line item or total amount. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City all things considered. The City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within 30 day period, at City's sole option.

The City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2%5, Net 30 will NOT be considered in evaluations or in the payment of invoices. However, payment terms of 2%10, Net 30 will result in a two percent reduction in the price during evaluation, and the City will take the 2% discount if the invoice is paid within the 10 day time period.

## 12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible offeror or to the offeror who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this offer, unless the offeror qualifies his/her offer specific limitation, in accordance with Par. 7(a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful vendor results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of offers when future usages are unable to be determined.
- (e) Breaking of tie offers shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to offerors specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.



### 13. CONTRACT TERMINATION

#### TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

#### TERMINATION-NOTICE:

- (b) The City may terminate this contract without cause. The City shall be required to give the vendor notice ten days prior to the date of termination of the contract without cause.

#### TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

### 14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the offer form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the offer. Unless otherwise specified, delivery at the earliest date is required. The vendor will clearly state in the offer the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the offer.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Request for Offer or the Purchase Order and bears the risk of loss until delivery. If this Request for Offer or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Director. If the delivery instructions contained in the Request for Offer allocate delivery costs and risks in a manner contrary to this section, the provisions of this Request for Offer shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible Vendor as determined by the Purchasing & General Services Department.

### 15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Request for Offer.
- (b) The vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Request for Offer. This deposit is not to be submitted with the offer, but must be presented to the Purchasing & General Services Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.

- (e) The performance deposit of the vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this offer is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

#### **16. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the vendor under this contract and that the vendor has no authority to bind the City.

#### **17. OFFER RESULT REQUEST**

Any party who wishes to be provided documents relating to the offer results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

#### **18. PATENTS/TRADEMARKS/COPYRIGHTS**

The vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement, trademark, copyrights or any other intellectual property claims on goods and/or services.

#### **19. INDEMNIFICATION**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this contract, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this contract, and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

**20. INSURANCE**

If required, specific insurance provisions will be included in these offer specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, must be submitted within 10 days of a request from the City. The vendor must maintain, at all times during performance of the contract, the insurance detailed in these offer specifications. Failure to provide these documents may result in disqualification of the offer, or cancellation of the contract, after award.

**21. ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

**22. WARRANTY**

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED**

**WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

**23. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department and signed by both the Vendor and the City.

**24. ASSIGNMENT**

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void and shall confer no rights upon any third person.

25. **QUESTIONS**

Questions regarding interpretation of offer, offer results or offer awards should be directed to the Purchasing & General Services Department at (210) 207-7260.

## SPECIFICATIONS AND GENERAL REQUIREMENTS

**SCOPE:** The City of San Antonio is requesting offers for Self Contained Breathing Apparatus and ancillary equipment for the San Antonio Fire Department according to the specifications listed herein. To be considered, each SCBA shall have an integrated PASS device that automatically activates when the SCBA is charged with air. The SCBA manufacturer's model listed below has been tested and approved for consideration under this request for offer. Offerors may submit an offer for only the manufacturer's brand of SCBA shown below and comply fully with the specification detailing that model. Offers that attempt to circumvent this process by referencing specification language from other manufacturers' specifications will be considered to have not met the requirements of this offer specification and as such will be disqualified.

### **PRODUCT SPECIFICATIONS:**

Model: Scott Health & Safety Air-Pak® 75™ CBRN SCBA with AV2000 face piece, PakAlert PASS Device and quick disconnect regulator, Dual EBSS.

### **GENERAL REQUIREMENTS:**

1. Prospective offerors must demonstrate to the satisfaction of the City Purchasing & General Services Department that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
2. Offerors' facilities, equipment, and personnel may be a determining factor in making an award.
3. For the purposes of this specification, the term SCBA shall be inclusive of all components to provide a user a standalone Self Contained Breathing Apparatus including, but not limited to, a cylinder and valve assembly, backframe and harness, pressure reducer and regulator, face piece, and integrated PASS device. All components shall be newly manufactured and unused.
4. Omissions and discrepancies: Should discrepancies or omissions exist between request for offer documents, plans, attachments, or specifications, the provision most favorable to the City shall take precedence.
5. Acceptable Manufacturers. This specification is intended to detail the minimum requirements for SCBA and ancillary equipment. Only the manufacturer model specifically listed herein is considered to be a qualified product acceptable for this request for offer.
6. Certification. The SCBA shall be certified as compliant with the National Fire Protection Association (NFPA) Standard 1981, Standard on Open-Circuit Self-Contained Breathing Apparatus (2007 or later edition), and NFPA 1982, Standard on Personal Alert Safety Systems (PASS) for Fire Fighters (1998 or later edition). SCBAs shall be compliant and labeled with NIOSH Chemical, Biological, Radiological and Nuclear (CBRN) Standard for Open-Circuit Self-Contained Breathing Apparatus (SCBA) (December 2001 or later standard). Any reference to NFPA requirements shall be deemed to apply to the most recent current standard in force at the time of acceptance, repair, replacement, or price quote.
7. Offeror must be an authorized reseller for the Scott SCBA brand.

## WARRANTY AND INSURANCE:

1. It is the purpose of this request for offer to purchase Self Contained Breathing Apparatus hereinafter called SCBAs for the San Antonio Fire Department to conform to the latest NFPA standard, as it presently exists or may hereafter be modified.
2. Warranty.
  - a. The successful offeror shall provide the following warranty providing protection against defects in materials and workmanship. The warranty period shall begin upon acceptance of the equipment, and shall remain in effect for:
    - a period of 10 years on the SCBA
    - a period of 15 years on the pressure reducer
    - a period of 3 years on electronic components
    - a period of 8 years on the Heads-up Display (HUD) wire connector at the quick disconnect coupling. The successful offeror shall also be obligated to replace/upgrade this connection, during this warranty period, at no cost to the City, when an improved connection has been developed and approved for use in order to maintain compliance with NFPA standards.
  - b. Extraordinary measures, such as factory re-inspection or mandatory service, shall not be required in order to maintain warranty coverage. All warranty coverage and service, including shipping, shall be at no cost to the City. Where an SCBA is out of service for warranty work, successful offeror shall provide, at no extra cost, a comparable replacement unit.
  - c. Remedies Under Warranty. Under this warranty the City may require the successful offeror to repair or replace the item at City's sole discretion. During the warranty periods stated above, if, after a reasonable number of attempts, in City's sole discretion, the successful offeror is unable to correct a nonconformity, defect or condition that creates a serious safety hazard or substantially impairs the use of the SCBA(s), successful offeror shall reimburse the City for reasonable incidental costs resulting from the loss of use of the SCBA(s) due to the nonconformity, defect or condition, and accept return of the SCBA(s) and refund the full purchase price, within 30 days of demand therefore. A reasonable number of repair attempts shall be deemed to have been made if the same nonconformity, defect or condition continues to exist after being subject to repair two or more times and:
    - at least one attempt at repair was made within the first 12 months following original delivery to the City; and at least one other attempt at repair was made in the 12 months immediately following the date of the first repair; or
    - the SCBA(s) is out of service for repairs for a cumulative total of 30 or more days within the first 24 months following original delivery to the City.
3. REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY, ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.
4. Insurance: The successful offeror shall maintain insurance issued by a company or companies qualified to do business in the State of Texas, in the following types and amounts, until all items are delivered and accepted by City, and all training required hereunder is completed.

## INSURANCE

- a. Prior to the commencement of any work under this Contract, Offeror shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Purchasing and General Services Department, which shall be clearly labeled "Self Contained Breathing Apparatus" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City's Risk Management Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
  
- b. The City reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will City allow modification whereupon City may incur increased risk.
  
- c. A Offeror's financial integrity is of interest to the City; therefore, subject to Offeror's right to maintain reasonable deductibles in such amounts as are approved by the City, Offeror shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Offeror's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Offerors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

- d. As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto and may

require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Offeror shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Offeror shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Purchasing & General Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- e. Offeror agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, auto liability and general liability policies will provide a waiver of subrogation in favor of the City; and
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- f. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Offeror shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Offeror's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- g. In addition to any other remedies the City may have upon Offeror's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Offeror to stop work hereunder, and/or withhold any payment(s) which become due to Offeror hereunder until Offeror demonstrates compliance with the requirements hereof.
- h. Nothing herein contained shall be construed as limiting in any way the extent to which Offeror may be held responsible for payments of damages to persons or property resulting from Offeror's or its subOfferors' performance of the work covered under this agreement.
- i. It is agreed that Offeror's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.



- j. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- k. Offeror and any SubOfferors are responsible for all damage to their own equipment and/or property.

**GENERAL SPECIFICATIONS:**

1. The SCBA shall incorporate a RIC/UAC fitting to be compliant with the 2007 edition, or most current edition at time of request for offer, of the NFPA 1981 Self-Contained Breathing Apparatus standard.
2. The SCBA design shall be flexible to allow alternative sizes of cylinders for alternative operations. Exchange of cylinder (same size or different) shall be possible to make in a few seconds.
3. Cylinders:
  - a. Carbon cylinders. The cylinder shall be manufactured in accordance with DOT specifications and have a working pressure of 4500 psig, providing a working rated duration of 45 minutes. The cylinder shall have a water capacity of no less than 410 cubic inches and a free gas capacity of no less than 66 SCF. The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total over-wrap of carbon fiber, fiberglass and an epoxy resin.
  - b. The original hydrostatic test date of SCBA cylinders shall be within 60 days prior to delivery to the San Antonio Fire Department. The total quantity of cylinders ordered shall be delivered to the City of San Antonio no later than 90 days after acceptance of offer
  - c. The successful offeror shall work with the City of San Antonio in the development of an acceptable identification system for the purposes of easy identification of all cylinders due for hydrostatic testing.
4. Supplied Air Respirator Compatibility: The SCBA shall be equipped with a connector for an airline. Inlet pressures between 60 and 125 psi shall be adequate to operate the airline. The combination shall have NIOSH/MSHA approval at the time of submission of offer. In meeting this requirement, it is permissible to use the quick coupling adapter on the low-pressure hose leading to the facepiece-mounted regulator if such adapters can be made available for the supplied air hose.
5. Supplied Air Connectivity: Successful offeror shall provide couplings and/or adapters that will allow the SCBA to interface with the Department's supplied air systems so that the SCBA can be used as a combination SCBA/SAR as defined in NFPA 1981 Standard on Open-Circuit Self-Contained Breathing Apparatus for the Fire Service.

**1. OUTLINE OF DETAILED SPECIFICATIONS:**

One (or more) open circuit, self-contained breathing apparatus consisting of the following major sub-assemblies:

- a. Cylinder and valve assembly for storing breathing air under pressure
- b. Full facepiece assembly with nose cup
- c. An automatic dual path redundant pressure reducing regulator
- d. A removable, facepiece-mounted, positive pressure breathing regulator with air-saver switch, low-pressure alarm and purge valve
- e. A harness and backframe assembly for supporting the equipment on the body of the wearer
- f. A shoulder strap mounted, remote gauge indicating cylinder pressure
- g. A heads-up display (HUD) redundant low-pressure alarm

h. A rapid intervention crew/universal air connection (RIC/UAC), and 9) integrated PASS device.

2. **CYLINDER & VALVE ASSEMBLY TYPE AND REQUIREMENTS:**

- a. The cylinder threads shall be straight with an O-ring or quad-ring gasket type seal. The cylinder valve shall be a "fail open" type, constructed of forged aluminum and designed such that no stem packing or packing gland nuts are required. It shall contain an upper and lower seat such that the pressure will seal the stem on the upperseat, thus preventing leakage past the stem. No adjustment shall be necessary during the life of the valve. The cylinder valve outlet shall be a modification of the Compressed Gas Association (CGA) standard threaded connection number CGA 347 for breathing air of 4500 psig operating procedures.
- b. The valve shall be constructed such that damage will not occur if the coupling is over-torqued by hand. Each cylinder valve shall consist of the following: 1) a tri-lobe hand activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and lock-out release for selecting "lock open service" or "non-lock open service" (mechanism shall be delivered in the "non-lock open service" position); 2) an upstream connected frangible disc safety relief device; 3) a dual reading pressure gauge indicating cylinder pressure at all times; 4) an elastomeric bumper; 5) an angled outlet. Each cylinder and valve assembly shall be equipped with a hanger bracket for positive locking attachment of the assembly to the backframe.
- c. The SCBA shall maintain all NIOSH and NFPA standards with the cylinder style(s) contained in this specification.

3. **HARNESS AND BACKFRAME ASSEMBLY:**

**One-Piece Aluminum Version**

- a. A lightweight, lumbar support style backframe and harness assembly shall be used to carry the cylinder and valve assembly and the pressure reducing regulator assembly. The backframe shall be a solid, one-piece anodized aluminum frame that is contoured to follow the shape of the user's back. The backframe shall include a mounting for the pressure reducer. This mounting shall contain a slide-type bracket permitting positioning of the pressure reducer to accommodate connection to either an angled or straight-type cylinder valve.
- b. The backframe shall include an over-the-center, adjustable tri-slide fixture, a Kevlar strap and a double-locking latch assembly to secure 30, 45 or 60-minute cylinders. The harness assembly shall consist of a one size black Kevlar strap with a yellow stripe. This harness shall include box-stitched construction with no screws or bolts. The backframe shall include accommodation and mounting spaces suitable for installation of a distress alarm integrated with the SCBA. These mounting spaces shall permit installation of an optional distress alarm sensor module in an area between the cylinder hanger locking mechanism and the backframe.
- c. Shoulder straps and hip straps shall be padded and shoulder straps shall be secured by "alligator clip" design incorporating a spring loaded arm with a grasping surface that comes into contact with the strap being serrated or with multiple points to ensure a no slip arrangement.

4. **PRESSURE REDUCER:**

- a. The pressure-reducing regulator shall be mounted on the backframe and be coupled to the cylinder valve through a stainless steel quick connect snout for engagement and sealing within the cylinder valve outlet. The cylinder shall be secured to the pressure-reducing regulator with two pull-rings 180° from each other. Two stainless steel rods shall secure the pull-rings. The stainless steel rods shall be actuated when the cylinder is opened and when cylinder pressure is above 50 psig. In lieu of a manual by-pass,

the pressure-reducing regulator shall include a back-up pressure-reducing valve connected in parallel with the primary pressure reducing valve and an automatic transfer valve for redundant control. The back-up pressure-reducing valve shall also be the means of activating the low-pressure alarm devices in the facepiece-mounted breathing regulator. This warning shall denote a switch from the primary reducing valve to the back-up reducing valve whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.

- b. A press-to-test valve shall be included to allow bench testing of the back-up reducing valve. The pressure-reducing regulator shall have extended temperature range dynamic O-ring seals composed of fluorosilicone elastomer. The outlet manifold of the pressure reducing regulator shall have incorporated a reseatable over-pressurization relief valve which shall prevent the attached low pressure hose and facepiece-mounted breathing regulator from being subjected to high pressure.
- c. An outlet manifold shall also have provision for connection of an airline supply for extended duration use while reserving the cylinder supply for egress. The airline supply hose length shall be up to 300 feet and require an inlet pressure range of 60 to 125 psig, depending on the length of supply hose used. A check valve within the outlet manifold shall prevent the external release of cylinder air in the event the airline supply is either not used or disconnected. Switching from airline supply to cylinder supply shall be accomplished manually by the user, by opening the cylinder valve to prevent inadvertent use of the cylinder supply without the user's knowledge. The outlet manifold shall also contain a second outlet port capable of being fitted with an auxiliary supply hose to support a second breathing regulator for the purpose of rescue only. The auxiliary hose shall be located on the primary wearer's right shoulder and be terminated with a female quick connect fitting which can be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions. The coupling shall also be guarded against inadvertent disconnect during use of the equipment. When operated in this mode, supplying two breathing regulators, the primary wearer's pressure reducer shall be capable of simultaneously supplying each regulator with a flow of at least 200 liters per minute while maintaining positive pressure in the respective facepieces.

##### **5. FACEPIECE-MOUNTED POSITIVE PRESSURE REGULATOR:**

- a. The facepiece-mounted positive pressure-breathing regulator shall be "CBRN approved" (part number 200077-30) and shall supply and maintain air to the facepiece to satisfy the needs of the user at a pressure greater than atmospheric by no more than 1.5 inches of water pressure. The breathing regulator shall maintain this positive pressure during flows NFPA standard breathing rates. The regulator shall also meet or exceed a dynamic flow requirement of remaining positive while supplying a minute volume of 160 liters. The regulator shall use a patent-pending spring designed to lower the breathing exhalation resistance. The exhalation resistance, at 100 lpm, shall be between 1.7" and 2.3" of H<sub>2</sub>O column. The breathing regulator shall have attached a low pressure hose which shall be threaded through the left shoulder strap to couple to the pressure reducing regulator mounted on the backframe with a quick connect coupling in line for use with the outlet manifold and accessory hose to allow the breathing regulator to be disconnected from the unit and reconnected to the auxiliary hose of a second unit in the event rescue is required.
- b. The quick connect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions. The coupling shall also be guarded against inadvertent disconnect during use of the equipment. The low-pressure hose shall be equipped with swivel attachments at both ends. A quick couple connection shall be installed to allow quick change out of the 2<sup>nd</sup> stage regulator or any facepiece mounted regulator.
- c. The breathing regulator outlet port shall be configured as the male half of a quarter (1/4) turn coupling which mates with the facepiece and shall be equipped with a doughnut-shaped gasket which provides the

seal against the mating surface of the facepiece. The regulator cover shall be fabricated of a flame resistant, high impact plastic. The breathing regulator shall also have an integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece. This alarm device shall indicate either low cylinder pressure or primary first stage regulator failure. The breathing regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration. The demand valve shall use an extended temperature range dynamic O-ring seal composed of a CBRN approved elastomer. This diaphragm shall include the system exhalation valve and shall be constructed from a high strength CBRN approved elastomer. A purge valve shall be situated at the inlet of the breathing regulator and shall be capable of delivering airflow of between 125 and 175 standard liters per minute. The breathing regulator shall be arranged to direct the incoming air over the inner surface of the facepiece for defogging purposes. The components of the breathing regulator shall be constructed of materials that are not vulnerable to corrosion. The flame resistant cover shall contain an air saver switch and pressure demand bias mechanism. It shall reactivate and supply air only in the positive pressure mode when the wearer effects a face seal and inhales. This device shall not affect the breathing flow through the system while in operation.

#### **6. AV2000 FACEPIECE ASSEMBLY:**

- a. The full facepiece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference. It shall be available in 3 color-coded sizes and maintain NIOSH/MSHA certification of the apparatus regardless of the size used. The color coded face seal shall be constructed of a blend of natural rubber/EDPM or silicone and be secured to the lens by a U-shaped channel frame that is retained to the lens using five fastener assemblies, four of which also serve as attachments points for the head harness.
- b. The lens shall be a single, replaceable, modified cone configuration constructed of a nonshatter type polycarbonate material and be designed to meet the impact and penetration requirements of a faceshield as specified in ANSI Z87.1 paragraphs 5.2.8.1 and 5.2.8.2, shall have a silicone based coating to resist abrasion, chemical attack and meet the requirements of NFPA-1981, 2007 edition for lens abrasion. The lens shall have an anti-fog coating to reduce fogging in stand-by mode.
- c. The facepiece shall have a large diameter inlet serving as the female half of a quarter (1/4) turn coupling which mates with the positive pressure breathing regulator. Multi-directional voicemitters shall be lens mounted on both sides of the facepiece lens and ducted directly to an integral nose cup to enhance voice transmission and minimize fogging of the lens. The voicemitters, ducts and nose cup shall be easily removable without the use of tools.
- d. The head harness shall be a four-point suspension made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection and be constructed of a Kevlar material. Two flame resistant elastic straps, attached to the lens in four locations, shall provide adjustment for proper face sealing. A four-point attachment rubber head harness shall also be available.

#### **7. END OF SERVICE INDICATOR (EOS) and HEADS UP DISPLAY (HUD):**

- a. The SCBA shall have two end-of-service (EOS) indicators. The primary EOS shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece. The primary EOS shall be located in the Facepiece-Mounted Positive Pressure Regulator.
- b. The HUD shall serve as the secondary EOS indicator. It shall be mounted in the user's field of vision on the second stage regulator. It shall display one-quarter bottle increments including full bottle pressure and continuing to 25% of maximum bottle pressure. The display shall not have a numerical representation of bottle pressure. At one-half bottle pressure, one "yellow" LED shall be illuminated and flash at a rate not to exceed one (1x) time per second. At one-quarter bottle pressure, one "red" LED

shall be illuminated and flash at a rate not to exceed ten (10x) times per second. The HUD shall have a low battery indication that is distinct and distinguishable from the bottle pressure indications.

- c. The HUD shall be intrinsically safe per ANSI/UL 913, Class I, Division 1, Group A, B, C & D Hazardous Locations. Battery life shall be for a minimum of 45 days.
- d. HUD shall indicate a constant display.

8. **RAPID INTERVENTION CREW/UNIVERSAL AIR CONNECTION (RIC/UAC)**

The RIC/UAC shall be an integral part of the first stage pressure reducer. The RIC/UAC inlet connection shall be within 4" (4-inches) of the tip of the CGA threads of the cylinder valve. The RIC/UAC shall consist of a connection for attaching a high-pressure air source and a self-resetting relief valve allowing a higher pressure than that of the SCBA to be attached to the SCBA. The RIC/ UAC shall have a check valve to prevent the loss of air when the high-pressure air source has been disconnected. RIC UAC male fitting dust cap shall be secured with a strap, chain or other device to prevent loss of dust cap when removed from male fitting.

9. **CBRN APPROVED DISTRESS ALARM (PakAlert) INTEGRATED WITH SCBA**

The distress alarm shall be fully integrated with a NIOSH certified self-contained breathing apparatus and this integrated SCBA and distress alarm system shall retain NIOSH certification. The system shall meet all requirements of NFPA-1982 Standard on Personal Alert Safety Systems (PASS). 2007 Edition-ISO 9001 REGISTERED.

- a. Operation of this distress alarm shall be initiated with the opening of the valve of an SCBA cylinder charged to a minimum pressure of 30 to 80 psig. A visual indication of automatic mode activation shall consist of a green flashing LED on the system's control module.
- b. The system shall incorporate dual visual and audible alarms, which shall be activated in a pre-alarm mode when the system remains motionless for approximately 20 seconds. A full alarm shall be activated in the event the system remains motionless for approximately 30 seconds. Visual signals shall consist of a green flashing LED when the system is in operation and red flashing LEDs to indicate pre-alarm mode, full alarm mode and a low battery condition. The system's LED signals shall be situated on a control console assembly mounted on the user's right shoulder strap. The system shall have a visual LED indicator to check the battery condition while the system is not in use.
- c. The Alarm signal shall be in a frequency range of 1 kHz to 4 kHz and consist of three primary frequencies. Sound pressure level shall be >95 dBA. The Pre-alarm signal shall be in a frequency range of 1 kHz to 2 kHz and consist of two primary frequencies, the sound pressure level shall ramp up in two distinct steps from 60 to >100 dBA.
- d. Control Console Module
  - 1. The pressure gauge shall become an integral part of the control module assembly. The control console module assembly shall contain push buttons for manual operation of the distress alarm. A yellow color-coded push button shall permit system re-set; a red color-coded push button shall permit manual activation of the full alarm mode. Both push buttons shall be recessed to minimize accidental activation. The system shall feature a "hands-free" reset capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alert mode.
  - 2. Cables connecting the control console assembly and sensor module assembly shall be capable of withstanding approximately 150 pounds of tension.

- e. Sensor Module  
The system shall include a sensor module mounted to the SCBA backframe and located in an area between the cylinder and backframe in a manner designed to protect the assembly from damage. The batteries shall be housed in a battery compartment separated from sensor and control circuits and sealed with a gasketed cover. The sensor module shall contain dual sound emitters for the audible alarm.
- f. The distress alarm system shall be ETL listed as intrinsically safe in accordance with ANSI/UL913 for use in Class 1, Division 1, Groups A, B, C and D Hazardous locations. The system shall weigh approximately 1.9 pounds.
- g. The PASS device shall be expandable to include any optional telemetry upgrades that the manufacture has currently available.

**NOTES:**

1. Contact Person: For additional information, please contact Christina Cardenas, Procurement Specialist at (210) 207-6551.

## PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	12 Each	Air-Pak 75, Spring Clips, EZ Flo + with Quick Connect, Dual EBSS, and Integrated PASS. Model # AP2240204200202

MANUFACTURER & MODEL# Scott AP2240204200202

PRICE: \$ 3,685.81 EACH \$ 44,229.68 TOTAL

WARRANTY: Standard Manufactures Warranty

DELIVERY: WITHIN 42 CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER

ITEM	QUANTITY	DESCRIPTION
2	45 Each	Face piece, AV2000, Comfort Seal Model # 804191-74

MANUFACTURER & MODEL# Scott 804191-74

PRICE: \$ 160.20 EACH \$ 5,126.55 TOTAL

WARRANTY: Standard Manufactures Warranty

DELIVERY: WITHIN 42 CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER

ITEM	QUANTITY	DESCRIPTION
3	32 Each	Cylinder, Carbon Fiber, 4500 PSI 45 Minute Model # 804722-01

MANUFACTURER & MODEL# Scott 804722-01

PRICE: \$ 794.59 EACH \$ 35,756.44 TOTAL

WARRANTY: Standard Maunfactures Warranty

DELIVERY: WITHIN 42 CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER

ITEM	QUANTITY	DESCRIPTION
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4	15 Each	E-Z Flo + Regulator Assembly, Quick-Connect Hose Model # 200077-30
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MANUFACTURER & MODEL# Scott 200077-30

PRICE: \$ 890.33 EACH \$ 13,354.98 TOTAL

WARRANTY: Standard Manufactures Warranty

DELIVERY: WITHIN 42 CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER

ITEM	QUANTITY	DESCRIPTION
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5	3 Each	Rit-Pak II Air Supply Kit, 6' EBSS x 5' RIC Hose and Case Model # 200223-01
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MANUFACTURER & MODEL# Scott 200223-01

PRICE: \$ 1282.95 EACH \$ 3,848.84 TOTAL

WARRANTY: Standard Manufactures Warranty

DELIVERY: WITHIN 42 CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER



**IMPORTANT MAILING INSTRUCTIONS:**

**Note to offerors:**

Visitors to City Hall are required to enter through the east side of the building. The public will pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7 a.m. to 7 p.m. After the public proceeds through the metal detector, they will sign in and receive a visitor's badge. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.

Offerors are advised that this is one of several forthcoming measures to increase security of City Hall. Please anticipate these changes and allow ample time for delivery of sealed offers.

The City is NOT responsible for late delivery of sealed offers.

**MAIL TO:** CITY CLERK  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** CITY CLERK  
CITY HALL (COMMERCE ST. & FLORES ST.)  
100 MILITARY PLAZA, 2ND FLOOR  
SAN ANTONIO, TEXAS 78205

**MARK ENVELOPE:** "REQUEST FOR OFFER – SELF CONTAINED BREATHING  
APPARATUS"  
OFFERS TO BE OPENED: 2:00 P.M., JULY 30, 2010  
OFFER NO. 10-139-CC

**REMARKS:**

Date 8/17/10

(Please check which exemption you are certifying)

- This Certificate of Exemption is executed and filed with the Purchasing Department as follows:

- which will cost approximately \$ \$135,227.87

City Manager or designee (signature for approval required only for ratification by City Council)