

AN ORDINANCE 2009-02-19-0124

**ACCEPTING THE OFFER FROM ADVANCED RESCUE SYSTEMS TO
PROVIDE THE FIRE DEPARTMENT WITH THREE REPLACEMENT
SETS OF HYDRAULIC RESCUE TOOLS FOR A COST OF \$59,070.00.**

* * * * *

WHEREAS, an offer was submitted by Advanced Rescue Systems to provide the City of San Antonio Fire Department with three replacement sets of hydraulic rescue tools for a cost of \$59,070.00; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(7)(A) which provides for any items that are available only from a sole source of supply; and

WHEREAS, the City of San Antonio Fire Department has been utilizing TNT Rescue Tools for over eleven years and has personnel trained to operate, maintain and repair this equipment; and

WHEREAS, Advanced Rescue Systems is the sole distributor and the only authorized representative in the State of Texas for TNT Rescue Tools; 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; and

WHEREAS, the hydraulic rescue tools are used to extricate trapped victims involved in major motor vehicle accidents; and

WHEREAS, time is of the essence to preserving the life of the victim, therefore previous experience with equipment is fundamental to ensuring a quick response; **NOW THEREFORE:**

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

SECTION 1. The offer submitted by Advanced Rescue Systems to provide the City of San Antonio Fire Department with three replacement sets of hydraulic rescue tools for a total cost of \$59,070.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the offer and bid tabulation sheet is attached hereto and incorporated herein for all purposes as Exhibit I.

SECTION 2. Funding for this ordinance is available per the table below as part of the FY09 Budget:

Amount	CC/FC/IO	General Ledger No	Fund No
\$59,070.00	2004010002	5304050	11001000

SECTION 3. Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall take effect March 1, 2009.

PASSED AND APPROVED this 19th day of February, 2009.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

CITY OF SAN ANTONIO PURCHASING & CONTRACT SERVICES DEPARTMENT

Issued By: CC
BID NO.: 09-063-CC

Date Issued: December 26, 2008
Page 1 of 16

REQUEST FOR OFFERS
FOR RESCUE TOOLS

PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS AND
PROVIDE YOUR RESPONSE NO LATER THAN 12:00 PM, JANUARY 5, 2009

The City of San Antonio Purchasing & General Services Department is willing to assist any vendor(s) in the interpretation of provisions or explanation of how forms are to be completed. Assistance can be received by visiting the Purchasing & Contract Services Office in the Riverview Towers, 111 Soledad, 11th Floor, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This Request for Offer includes these forms:

Request for Offer
Terms and Conditions of RFO

Specifications and General Requirements
Price Schedule

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

Firm Name: ADVANCED RESCUE SYSTEMS Telephone Number: 903-527-3841
Address: 3459 FM 36 SOUTH City, State, Zip Code: CADDOMILLS, TX 75135
Bryan Williams Signer's Name: BRYAN WILLIAMS
Signature of Person Authorized to Sign (Please Print or Type)

Please complete the following:

Email Address: ADVANCEDRESCUE@HOTMAIL.COM

Prompt Payment Discount: 2 % 10 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: 75-2947838

FOR CITY USE ONLY

AWARD

Items Accepted: _____ Ordinance No: _____ Date: _____ Amount: _____

Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS
Read Carefully

1. GENERAL CONDITIONS

Vendors are required to submit their offers upon the following expressed conditions:

- a. Vendors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- b. Vendors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation 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. Vendors are 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 Open Information Act, Government Code Chapter 552, therefore vendors must clearly indicate any portion of the submitted offer that the vendor claims is not subject to public inspection under the Open 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 OFFERS

Offers will be prepared in accordance with the following:

- a. All information required by the request shall be furnished or the offer may be rejected. The vendor shall print or type name and manually sign the request for quote.
- b. Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- c. Any offer that is considered for award on an "all or none" basis must include a price quote for all unites or line items. Any offer that is considered for award by each unit or line item must include a price for each unit or lint item for which the vendor wishes to be considered. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- d. Alternate offers may be allowed at the sole discretion of the City.
- e. Vendors will neither include federal taxes nor State of Texas limited sales excise and use taxes in quoted 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. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority 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 Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

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. Failure to provide samples prior to award of contract will disqualify vendor from consideration. 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 award of the contract.

6. REJECTION OF OFFERS

a. The City may reject an offer if:

- 1) The vendor misstates or conceals any material fact in the proposed offer; or
- 2) The offer does not strictly conform to law or the requirements of the request;
- 3) The offer is conditional, except that the vendor may qualify the offer for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis offer must include all items upon which offers are invited.

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 contract, 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, however, reject any offer whenever it is deemed in the best interest of the City to do so, and may reject any part of an offer unless the offer has been qualified as provided in Par. 6 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any offer, to include failure to submit sufficient documentation, failure to submit literature or similar attachments, or business affiliation information.

7. CLARIFICATION TO SPECIFICATIONS

- a. If any person contemplating submitting a quote for this contract is in doubt as to the true meaning of the specifications, other related documents, or any part thereof, he/she may submit to the City Director of Purchasing & General Services on or before seven calendar days prior to scheduled opening, 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 each person receiving solicitations. 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 of Purchasing & General Services on or before seven calendar days prior to the scheduled opening.

- b. The City reserves the right to request clarification to assist in evaluating the vendor's response when the vendor response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the quote response in any fashion and such information must be provided within two days from request.

8. AWARD OF CONTRACT

- a. The City reserves the right to accept any item or group of items on this quote, unless the vendor qualifies his/her offer by specific limitations. Re Par.6 (a) (3) above.
- b. 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.
- c. 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.
- d. Although the information furnished to Vendors 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.

9. CONTRACT TERMINATION

TERMINATION-BREACH:

- a. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, 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 vendor, 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, in whole or in part, without cause. The City shall be required to give the vendor notice ten (10) calendar 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.

10. 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 quote 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, Vendors shall request instructions in writing from the Director of Purchasing and General Services. 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 & General Services 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 vendors as determined by the Purchasing & General Services Department.

11. PERFORMANCE DEPOSIT

- a. The following provisions shall apply only when a performance deposit is specified as required in this Request for Offer.
- b. The successful 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 and General Services Department within ten (10) days from request.
- c. The City of San Antonio will not enter into a contract or issue a purchase order until the successful 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 successful 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 successful vendor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten (10) 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 Request for 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 of Purchasing and General Services 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.

12. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful 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 successful vendor under this contract and that the successful vendor has no authority to bind the City.

13. REQUEST FOR INFORMATION

Any party who wishes to be provided documents relating to this procurement 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.

14. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyright violation on goods supplied.

15. INDEMNITY

BIDDER covenants and agrees to FULLY INDEMNIFY 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 BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or 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 BIDDER 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. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

16. 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.

17. 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.

19. 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 and General Services Department.

20. ASSIGNMENT

The successful vendor shall not sell, assign, pledge, transfer or convey this contract in whole or part, without the prior written consent of the City of San Antonio Purchasing and General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

21. QUESTIONS

Questions regarding interpretation of this request should be directed to the Purchasing and General Services Department at (210) 207-7260 and referenced by request name and number indicated on page one. You may also email Christina Cardenas, Procurement Specialist, at christina.m.cardenas@sanantonio.gov.

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE: The City of San Antonio is soliciting offers for fire rescue tools in accordance with the specifications listed herein. This equipment is utilized by the San Antonio Fire Department, Firefighting Division, for handling various types of emergency rescues.

GENERAL CONDITIONS

1. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new and unused unless provided for specifically by the City. The units must be serviced in accordance with manufacturer's recommended pre-delivery checklist, be ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced herein.
2. All prices will be quoted F.O.B., designated City of San Antonio facility.
3. Delivery - All deliveries will be coordinated with District Chief Robert Mikel, San Antonio Fire Department Services at (210) 921-6530. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, **NO EXCEPTIONS.**
4. For questions regarding this request for offers, contact Christina Cardenas, Procurement Specialist at (210) 207-6551.
5. The City reserves the right to reject any and all offers, and to waive irregularities and any requirements of the request for offers if deemed to be in the best interest of the City.

SPECIFICATIONS:

The following minimum specifications are intended to describe the standards of quality and performance for the purchase of rescue equipment.

ITEM	QUANTITY	DESCRIPTION
1	3 Each	Hydraulic Pump
		<p>A. Hydraulic fluid shall be mineral base. Power unit shall operate two (2) hydraulic rescue tools simultaneously with no power loss to either tool. Power unit shall operate with a minimum 10,000psi and a maximum 10,500psi. Power unit shall have a minimum hydraulic oil reservoir of .85 U.S. gallons.</p> <p>B. Power unit shall have two (2) hydrostatic two stage radical piston over piston hydraulic pumps that share one reservoir. Each hydraulic pump shall have a control lever to engage or disengage the hydraulics. Power unit shall have an internal safety relief valve to prevent over pressurization of unit. (Split flow simo pumps will not be accepted).</p> <p>C. Control levers for tool operation shall be located just above tool connection. Quick-connect ¼ turn locking couplers shall be provided for each pump connection. All quick-couplers shall be equipped with dust covers to protect couplers from contamination.</p>

- D. Power unit size shall be a maximum of 15.50" wide x 21.25" deep x 15.00" tall and shall have a maximum weight (ready to use) of 77 lbs.
- E. Power unit shall be equipped with a flip-down handle for compact storage and easy lifting. All aluminum used in the construction of power unit shall be anodized. Power unit shall be equipped with rubber anti-vibration feet that will protect bottom of unit from harm while in use or in storage.
- F. Power unit shall be driven with a minimum 6.5 hp gasoline engine. Engine shall be a horizontal shaft Honda four stroke, O.H. valve; one cylinder with a minimum 196cc. Honda engine shall have an approximate run time of two hours. Honda engine shall have a minimum two-year warranty. Power unit will have an hour meter.
- G. Pump shall be manufactured and assembled wholly within the United States of America. Pump must carry a lifetime warranty on materials and workmanship. Any parts not manufactured by rescue tool manufacturer (e.g., hose, couplers, etc.) shall carry a minimum three-year warranty.
- H. Pump shall be UL (Underwrites Laboratories) "Classified" and compliant with NFPA 1396 *Standard on Powered Tools Systems*, 1999 Edition.

ACCEPTABLE MODEL: TNT Rescue Systems, Inc., Twin Gasoline Simo Power Unit, Model BT-6.5.

ITEM	QUANTITY	DESCRIPTION
2	3 Each	Rescue Cutter

- A. The cutter shall have a minimum blade opening six inches (6.00").
- B. Aluminum used in the construction of the Cutter shall have an anodized finish. Painted aluminum will not be acceptable.
- C. Cutter shall have a minimum 109,098 lbs. cutting force in recess and 55,000 lbs. cutting force in blade center.
- D. Cutter shall have a maximum deployment weight of 41.1 lbs.
- E. Cutter shall have high strength tool steel heat-treated blades. Blades shall have a hook design and shall be re-grindable. (Straight blade cutters will not be acceptable). Cutter blades shall be a minimum 3/4" thick (each blade). (Forged or cast blades will be unacceptable.)
- F. Cutter control shall be a twist/star type handle for easy operation in any position. A D-Ring handle with a powder-coated (chrome D-Ring handle will not be acceptable) shall be positioned to provide balance for the tool and shall be accessible regardless of the tool position. The control valve shall be a variable speed dead-man control for safety. The Cutter shall be a one-man operated tool.
- G. Cutter shall incorporate an Automatic Safety Relief Device to prevent over pressurization (Male bleeder coupler will not be acceptable).
- H. Cutter shall have pigtail hoses with quick-connect 1/4 turn locking couplers. Pigtails shall exit at the bottom of the tool toward the rear of the tool. Quick-connect couplers shall be provided to facilitate the quick and easy connect and disconnect of the tool. All quick-couplers shall be equipped with dust covers to protect couplers from contamination. For safety purposes the spreaders shall have a bleeder coupler on the return pigtail.
- I. Cutter shall be manufactured and assembled wholly within the United States of America. Cutter must carry a lifetime warranty on materials and workmanship. Any parts not manufactured by rescue tool manufacturer (e.g., hose, couplers; etc.) shall carry a minimum three-year warranty.
- J. Cutter shall be UL (Underwriters Laboratories) "Classified" and compliant with NFPA 1396 *Standard on Powered Tool Systems*, 1999 Edition.

ACCEPTABLE MODEL: TNT Rescue Systems, Inc. Model SLC-28 Cutter.

ITEM	QUANTITY	DESCRIPTION
3	3 Each	32" Rescue Spreader
<p>A. The Spreader shall have a minimum opening 32" at the tips.</p> <p>B. Aluminum used in the construction of the 32" Spreader shall have an anodized finish. Spreader arms shall be aluminum. Painted or polished aluminum will not be acceptable for any part of tool.</p> <p>C. Spreader shall have a minimum spread force of 16,000lbs and a minimum pulling force of 11,500 lbs.</p> <p>D. Spreader shall have a deployment weight of 52 lbs.</p> <p>E. Spreader shall have non-removable automotive/grabber-jaw tips that will perform all spreading and crushing techniques commonly used in extrication without the need to change tips. Tips shall be constructed of hardened tool steel. Each spreader arm shall have a hole for attaching pulling adapters.</p> <p>F. Spreader control shall be a twist/star type handle for easy operation in any position. A D-Ring handle with a powder-coated finish (chrome D-Ring handle will not be acceptable) shall be positioned to provide balance for the tool and shall be accessible regardless of the tool position. The control valve shall be a variable speed dead-man control for safety. The Spreader shall be a one-man operated tool.</p> <p>G. Spreader shall incorporate a dual safety check valve for no load drop and an Automatic Safety Relief Device to prevent over pressurization (Male bleeder coupler will not be acceptable).</p> <p>H. Spreader shall have pigtail hoses with quick-connect ¼ turn locking couplers. Pigtails shall exit at the bottom of the tool toward the rear of the tool. Quick-connect couplers shall be provided to facilitate the quick and easy connect and disconnect of the tool. All quick-couplers shall be equipped with dust covers to protect couplers from contamination. For safety purposes the spreaders shall have a bleeder coupler on the return pigtail.</p> <p>I. Spreader shall be manufactured and assembled wholly within the United States of America. Spreader must carry a lifetime warranty on materials and workmanship. Any parts not manufactured by rescue tool manufacturer (e.g., hose, couplers, etc.) shall carry a minimum three-year warranty.</p> <p>J. Spreader shall be UL (Underwriters Laboratories) "Classified" and compliant with NFPA 1396 Standard on Powered Tool Systems, 1999 Edition.</p>		

ACCEPTABLE MODEL: TNT Rescue Systems, Inc. Model # SL-32

ITEM	QUANTITY	DESCRIPTION
4A	3 Each	Twin Line Hose, 30 foot length, Red
<p>A. Hoses shall have quick connect couplers.</p> <p>B. Hoses must be a minimum of 30 feet long.</p> <p>C. Each quick coupler shall be equipped with dust covers to protect couplers from contamination.</p> <p>D. Hose shall be color coded for quick and easy field identification.</p> <p>E. Hoses shall be banded with a quality banding. (Zip ties and the like do not constitute professional banding.)</p>		

- F. Hose shall have successfully passed testing by a third party as required by NFPA 1396 Standard on Powered Tool Systems, 1999 Edition.

ACCEPTABLE MODEL: EXT-30'RED

ITEM	QUANTITY	DESCRIPTION
4B	3 Each	Twin Line Hose, 30 foot length, Blue

- A. Hoses shall have quick connect couplers.
- B. Hoses must be a minimum of 30 feet long.
- C. Each quick coupler shall be equipped with dust covers to protect couplers from contamination.
- D. Hose shall be color coded for quick and easy field identification.
- E. Hoses shall be banded with a quality banding. (Zip ties and the like do not constitute professional banding.)
- F. Hose shall have successfully passed testing by a third party as required by NFPA 1396 Standard on Powered Tool Systems, 1999 Edition.

ACCEPTABLE MODEL: EXT-30'BLUE

ITEM	QUANTITY	DESCRIPTION
5	3 Each	Ram with extensions and saddle

- A. Ram shall have a minimum extended length of forty inches (40.00") and a minimum 14.00" stroke.
- B. Ram shall have a minimum 33,000 lbs. pushing force and 17,500 lbs. pulling force.
- C. Ram shall have a deployment weight of 37 lbs. including oil.
- D. Ram shall have penetrating teeth on both Ram tip and base for increased safety during displacement of various structures. Ram shall be capable of using the identical pulling tips that are used with Spreader for pulling operations. Ram shall include a 10" extension and shall be useable with or without extension.
- E. Ram control shall be a twist type handle for easy operation. Control handle shall run parallel with Ram cylinder creating a sleek, compact and easy to use tool. The control valve shall be a variable speed dead-man control for safety. The Ram shall be a one-man operated tool.
- F. Ram shall incorporate an Automatic Safety Relief Device to prevent over pressurization. Male bleeder coupler will NOT be acceptable.
- G. Ram shall have pigtail hoses with quick-connect ¼ turn locking couplers. Pigtails shall exit between the control valve and the Ram cylinder to protect the pigtail hoses from damage. Quick-connect couplers shall be provided to facilitate the quick and easy connect and disconnect of the tool. All quick-couplers shall be equipped with dust covers to protect couplers from contamination. For safety purposes, the spreaders shall have a bleeder coupler on the return pigtail.
- H. Ram shall be manufactured and assembled wholly within the United States of America. Ram must carry a lifetime warranty on materials and workmanship. Any parts not manufactured by rescue tool manufacturer (example: hose, couplers, etc.) shall carry a minimum 3 year warranty.
- I. Ram shall be UL (Underwriters Laboratories) "Classified" and compliant with NFPA 1396 Standard on Powered Tool Systems, 1999 edition.

ACCEPTABLE MODEL: TNT Rescue Systems, Ram, Model # TLS-50 with extensions and saddle**NOTES:**

1. Offeror shall include with the offer the location of their nearest service center closest to the San Antonio, Texas area.
2. Offeror shall include a statement assuring that replacement items can be provided within 24 hours. In the event of equipment failure that requires a tool to be returned to the factory, a replacement tool shall be provided at no charge to the San Antonio Fire Department during the time that the tool is out of service.
3. Price shall include full training for individuals in the proper use and care of the hydraulic rescue tools. Training shall be performed at times and locations as deemed necessary by the San Antonio Fire Department.
4. Price shall also include training for Fire Department Maintenance personnel on the maintenance of the tools. Training shall be performed at times and locations as deemed necessary by the San Antonio Fire Department.
5. Delivery must be F.O.B. City of San Antonio Facility, freight prepaid. The cost of delivery must be included in the price offered.

GENERAL INFORMATION:**Deliveries:**

All prices shall be quoted F.O.B. destination, inside delivery to designated City of San Antonio facility, freight prepaid. Successful Bidder shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load merchandise at each City facility.

PRICE SCHEDULE

ITEM QUANTITY DESCRIPTION

1 3 Each Hydraulic Pump

PRICE: \$ 5150⁰⁰ EACH PRICE TOTAL: \$ 15,450⁰⁰

MFR & MODEL NO.: TNT RESCUE, BT 6.5 simo

DELIVERY: Delivery will be made within 30 calendar days after issuance of purchase order.

ITEM QUANTITY DESCRIPTION

2 3 Each Rescue Cutter

PRICE: \$ 4150⁰⁰ EACH PRICE TOTAL: \$ 12,450⁰⁰

MFR & MODEL NO.: TNT RESCUE, SLC-28 CUTTER

DELIVERY: Delivery will be made within 30 calendar days after issuance of purchase order.

ITEM QUANTITY DESCRIPTION

3 3 Each 32" Rescue Spreader

PRICE: \$ 4850⁰⁰ EACH PRICE TOTAL: \$ 14,550⁰⁰

MFR & MODEL NO.: TNT RESCUE, SL-32

DELIVERY: Delivery will be made within 30 calendar days after issuance of purchase order.

ITEM QUANTITY DESCRIPTION

4A 3 Each Twin Line Hose, 30 foot length, Red

PRICE: \$ 535⁰⁰ EACH PRICE TOTAL: \$ 1605⁰⁰

MFR & MODEL NO.: TNT RESCUE, EXTH-30 RED

DELIVERY: Delivery will be made within 30 calendar days after issuance of purchase order.

09-063-CC RESCUE TOOLS

ITEM QUANTITY DESCRIPTION

4B 3 Each Twin Line Hose, 30 foot length, Blue

PRICE: \$ 535⁰⁰ EACH PRICE TOTAL: \$ 1605⁰⁰MFR & MODEL NO: TNT RESCUE EXTH-30, BLUEDELIVERY: Delivery will be made within 30 calendar days after issuance of purchase order.**ITEM QUANTITY DESCRIPTION**

5 3 Each Ram with extensions and saddle

PRICE: \$ 4470⁰⁰ EACH PRICE TOTAL: \$ 13,410⁰⁰MFR & MODEL NO: TNT RESCUE, TLS 50 AND XRTL SKITDELIVERY: Delivery will be made within 30 calendar days after issuance of purchase order.

Please list the name, address, and phone number of the nearest service center below:

Name: ADVANCED RESCUE SYSTEMSAddress: 3459 FM 36 SOUTHCity: CADDO MILLS, TX 75135Phone#: 903-527-3841Contact Name: BRYAN WILLIAMS

Statement:

"Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205."

IMPORTANT MAILING OR FAX INSTRUCTIONS:

MAIL TO: CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES
ATTN: CHRISTINA CARDENAS
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: PURCHASING AND GENERAL SERVICES DEPARTMENT
ATTN: CHRISTINA CARDENAS
131 W. NUEVA
SAN ANTONIO, TEXAS 78204

MARK ENVELOPE: "REQUEST FOR OFFER FOR RESCUE TOOLS"
REQUEST TO BE OPENED 12:00 P.M., JANUARY 5, 2009.
REQUEST NO.: 09-063-CC

**COPY MAYBE
FAXED TO:** CHRISTINA CARDENAS
Procurement Specialist
Fax # 210-207-7814

REMARKS:

Exhibit I

City of San Antonio Bid Tabulation

Opened: January 5, 2009			
For: Rescue Tools		Advanced Rescue Systems	
09-063		CC	3459 FM 36 South
			Caddo Mills, TX 75135
			903-527-3841
Item	Description	Quantity	
1	Hydraulic Pump	3	
	Price Each		\$5,150.00
	Price Total		\$15,450.00
	Manufacturer & Model Number		TNT Rescue, BT 6.5 Simo
	Delivery		30 Days
2	Rescue Cutter	3	
	Price Each		\$4,150.00
	Price Total		\$12,450.00
	Manufacturer & Model Number		TNT Rescue, SLC-28 Cutter
	Delivery		30 Days
3	32" Rescue Spreader	3	
	Price Each		\$4,850.00
	Price Total		\$14,550.00
	Manufacturer & Model Number		TNT Rescue, SL-32
	Delivery		30 Days
4A	Twin Line Hose, 30 Foot Length, Red	3	
	Price Each		\$535.00
	Price Total		\$1,605.00
	Manufacturer & Model Number		TNT Rescue, EXTH-30 Red
	Delivery		30 Days
4B	Twin Line Hose, 30 Foot Length, Blue	3	
	Price Each		\$535.00
	Price Total		\$1,605.00
	Manufacturer & Model Number		TNT Rescue, EXTH-30 Blue
	Delivery		30 Days
5	Ram with Extensions and Saddle	3	
	Price Each		\$4,470.00
	Price Total		\$13,410.00
	Manufacturer & Model Number		TNT Rescue, TLS 50 and XRTLS KIT
	Delivery		30 Days
	Total		\$59,070.00
Estimated Total Award			\$59,070.00