LOC/fpr
5/28/15
Item No. 6

AN ORDINANCE 2015-05-28-0463

ACCEPTING THE OFFER FROM MUNICIPAL EMERGENCY SERVICES, LP., UTILIZING THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE CONTRACT, TO PROVIDE THE SAN ANTONIO FIRE DEPARTMENT WITH SELF CONTAINED BREATHING APPARATUSES AND ACCESSORIES FOR A TOTAL NET COST OF $3,771,632.44, WHICH WILL BE FINANCED THROUGH A TAX-EXEMPT LEASE PURCHASE AGREEMENT, OR OTHER FINANCIAL OBLIGATIONS, CONTINGENT ON THE EXECUTION OF A LEASE PROGRAM SCHEDULE OR OTHER ISSUANCE APPROVED BY SUBSEQUENT ORDINANCE.

* * * * *

WHEREAS, an offer was submitted by Municipal Emergency Services, LP. to provide the City of San Antonio Fire Department with self contained breathing apparatuses and accessories for a total cost of $3,771,632.44, using the Houston-Galveston Area Council contract #EE08-13; and

WHEREAS, this purchase meets the requirements under the terms of the Houston/Galveston Area Council of Governments Cooperative Purchasing Agreement adopted by the City of San Antonio on October 10, 1996 through Resolution No. 96-41-48; **NOW THEREFORE:**

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

SECTION 1. The offer from Municipal Emergency Services, LP. to provide the City of San Antonio Fire Department with self contained breathing apparatuses and accessories for a cost of $3,771,632.44 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements, and execution of a third party lease purchase agreement or other financing for this purchase. A copy of the bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Expenses not to exceed $3,771,632.44 will be available in Fund 29089013, 2015 Equipment Acquisition, contingent upon execution of a lease purchase agreement.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance 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.

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

PASSED and APPROVED this 28th day of May, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**6 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14)**
Date:	05/28/2015
Time:	10:31:19 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the offer from Municipal Emergency Services, LP., utilizing the Houston-Galveston Area Council cooperative contract to provide the San Antonio Fire Department with self contained breathing apparatuses and accessories for a total net cost of $3,771,632.44, which will be financed through a Tax-Exempt Lease Purchase Agreement, or other financial obligations, contingent on the execution of a lease program schedule or other issuance approved by subsequent Ordinance. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x			x	
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT I

City of San Antonio Bid Tabulation

Opened:	April 9, 2015		HGAC
For:	Self Contained Breathing Apparatuses		Municipal Emergency Services, Inc. 16511 Hedgecroft Suite 200 Houston, TX 77060 800-784-0404
6100005813		SC	
Item	**Description**	**Estimated Quantity**	
1.	AIR PAK 2 (SCBA CONFIGURATOR X3324022200402) Extended Price	555	$5,463.80 $3,032,409.00
1a.	AV3K HT MASK SIZE SMALL Extended Price	100	$266.00 $26,600.00
1b.	AV3K HT MASK SIZE LG Extended Price	450	$266.00 $119,700.00
1c.	AV3K HT MASK MED Extended Price	450	$266.00 $119,700.00
2.	RIT PAK III Extended Price	80	$2,340.80 $187,264.00
2a.	CYLINDER , 45 MIN 4500 PSI CARBON Extended Price	250	$897.60 $224,400.00
2b.	CYLINDER , 60 MIN 4500 PSI , CARBON Extended Price	80	$1,006.40 $80,512.00
2c.	EPIC 3 VOICE AMP Extended Price	350	$386.10 $135,135.00
2d.	REGULATOR ASSEMBLY, 2013 , QD Extended Price	540	$1,140.00 $615,600.00
3.	SEMS II GATEWAY Extended Price	10	$1,437.26 $14,372.60
3a.	ASSEMBLY, WIRELESS BOOT LOADER Extended Price	2	$819.62 $1,639.24
3b.	SEMS II REPEATER ASSEMBLY Extended Price	2	$1,314.41 $2,628.82
4.	XENON 1900 (Bar Code Scanners) Extended Price	2	$335.89 $671.78
5.	HGAC Fee		$0.00
	Delivery Payment Terms		60 Days Net 30
	Total Manufacturer Allowance Discount		$4,560,632.44 $789,000.00
	Total Award		**$3,771,632.44**

Original

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100005813

FIRE-SELF CONTAINED BREATHING APPARATUSES

Date Issued: April 2, 2015

RESPONSES MUST BE RECEIVED **NO LATER** THAN: April 9, 2015
10:00 AM CST

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:
Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"FIRE-SELF CONTAINED BREATHING APPARATUSES"

Offer Due Date: 10:00 A.M. CST, April 9, 2015

RFO No.: 6100005813

Offeror's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on at at .

Staff Contact Person: STEPHANIE CRIOLLO, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966
Email: STEPHANIE.CRIOLLO@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

002 - TABLE OF CONTENTS

No table of contents entries found.

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at http://www.sanantonio.gov/purchasing/. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or

clarification with issues specifically related to the DBE/ ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

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 offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. 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 the 30 day period, at City's sole option.

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 offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two

percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. 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 offers, 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. 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. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio is soliciting an offer for the purchase and delivery of Self Contained Breathing Apparatuses in accordance with the specifications listed herein. These items will be utilized by the San Antonio Fire Department.

DELIVERY LOCATION –

SCBA Division:
Fire Services/Logistics Facility
230 S. Callaghan Rd.
San Antonio, Texas 78227

DELIVERIES –

All prices shall be quoted F.O.B. destination, inside delivery to designated City of San Antonio facility, freight prepaid. Allowances for special freight charges will be accepted only when the expedited delivery is requested and approved by the City facility. Contractor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load merchandise at each City facility, if required. Vendor shall make delivery to City within 60-90 calendar days after receipt of order. Delivery, as used in this section, means the goods ordered and received by City.

PRODUCT SPECIFICATIONS:

Item 1: Air Pak 2

General Self-Contained Breathing Apparatus Requirements
The purpose of this bid specification is to establish the minimum requirements for an open-circuit self-contained breathing apparatus (SCBA). The SCBA shall consist of the following major sub-assemblies: (1) full facepiece assembly; (2) a removable, facepiece-mounted, positive pressure breathing regulator with air-saver switch; (3) an automatic dual path redundant pressure reducing regulator; (4) end-of-service time indicators; (5) a harness and backframe assembly for supporting the equipment on the body of the wearer; (6) a shoulder strap mounted, remote gauge indicating cylinder pressure; (7) a rapid intervention crew/universal air connection (RIC/UAC); and (8) cylinder and valve assembly for storing breathing air under pressure.

The successful bidder agrees to provide, at their own expense, a factory trained instructor for such time as the respirator user shall require complete instruction in the operation and maintenance of the respirator. Any exceptions to these specifications must be detailed in a separate attachment. Failure to do so will automatically disqualify the bidder.

The successful bidder must be a sales distributor, authorized by the manufacturer, to sell the equipment specified herein. A signed document from the manufacture confirming this must be included with the bid.

The SCBA shall maintain all NIOSH standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.

The Successful bidder shall have mobile techs to be able to warranty, service & repair on location.

Distributors Service Centers requiring product to be shipped back to the Distributors in house service center shall pay all shipping cost – to & from their location.

The successful bidder shall be supported by $150K min of inventory stock within 200 miles of San Antonio.

Winning Distributor shall provide in-service training for all 3 shifts as well as a Field Level Inspection, Service, Care & Maintenance clinic.

Approvals

The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection (CBRN).

The SCBA shall be compliant to the NFPA 1981, 2013 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.

The SCBA shall be compliant to the NFPA 1982, 2013 Edition (if including optional PASS Device), Standard on Personal Alert Safety Systems.

If the SCBA is to include an optional integrated self-rescue device, the device shall be compliant to the NFPA 1983, 2012 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.

All electronic components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F and G, Hazardous locations.

Required Components

Facepiece-

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.

The facepiece shall be approved for use with multiple respiratory applications to enable the same user to switch from one application to another without the use of tools and without doffing the facepiece.

The full facepiece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference.

The full facepiece assembly shall be available in three sizes marked "S" for small, "M" for Medium and "L" for large.

The facepiece sizes shall be easily identifiable through a color-coding scheme.

The facepiece assembly, including head harness, shall be latex free.

The facepiece series shall have a faceseal that is secured to the lens by a U-shaped channel frame that is retained to the lens using two fasteners.

The faceseal shall be a reverse reflex design for enhanced fit and comfort.

The facepiece shall contain inhalation valves that are readily visible to enable quick visual inspection.

The lens shall be a single, replaceable, modified cone configuration constructed of a non-shatter type polycarbonate material.

In accordance with NIOSH 42 CFR part 84, the facepiece meets penetration and impact requirements, including compliance with ANSI Z87.1 – 2010.

The lens shall have a coating to resist abrasion and chemical attack and meet the requirements of NFPA-1981, for lens abrasion.

The lens shall have an internal anti-fog coating to reduce fogging of the lens.

Multi-directional voicemitters shall be mounted on both sides of the facepiece and ducted directly to an integral silicone nosecup to enhance voice transmission.

The facepiece assembly shall be able to incorporate multiple Scott electronic communications options (amplification, radio interface, wireless, etc) without affecting NIOSH approvals or NFPA/CBRN approvals where applicable.

The facepiece shall enable the installation of communications bracket on either the right or left side.

The head harness shall be a five-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 para-aramid material for fire, first responder and CBRN applications.

Mask-Mounted Regulator

The facepiece-mounted positive pressure-breathing regulator 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 static.

The breathing regulator shall maintain positive pressure during flows of up to 500 standard liters per minute.

The regulator shall also meet or exceed a dynamic flow requirement of remaining positive while supplying a minute volume of 160 liters.

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.

An optional regulator shall be available with a quick connect coupling in line for use with the optional 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.

The optional quick connect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions.

The optional quick connect coupling shall not allow the air hose to be connected without the HUD Connection.

The optional coupling shall also be guarded against inadvertent disconnect during use of the equipment.

The low-pressure hose shall be equipped with a swivel attachment at the facepiece mounted regulator.

The regulator shall connect to the facepiece by way of a quarter (1/4) turn coupling.

The user shall hear an audible sound when the regulator is attached correctly to the facepiece.

The regulator shall be equipped with a doughnut-shaped gasket which provides a 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 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 fluorosilicone elastomer.

The diaphragm shall include the system exhalation valve and shall be constructed from a high strength butyl 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 affects a face seal and inhales.

This device shall not affect the breathing flow through the system while in operation.

Pressure Reducer with Snap-Change Cylinder Connection

The pressure-reducing regulator shall be mounted on the backframe and be coupled to the cylinder valve through a patented 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.

A stainless steel rod shall secure each of 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.

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 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.

Pressure Reducer with CGA Cylinder Connection

The pressure-reducing regulator shall be mounted at the waist on the backframe and be coupled to the cylinder valve through a short length of internally armored high pressure hose with a hand coupling for engagement and sealing within the cylinder valve outlet.

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.

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 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.

End-of-Service Time Indicator (EOSTI)

The SCBA shall have two end-of-service time indicators (EOSTI). A tactile alarm and a Heads-Up Display (HUD).

The primary EOSTI shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece.

The primary EOSTI shall be located in the Facepiece-Mounted Positive Pressure Regulator.

This alarm device shall indicate either low cylinder pressure (33% +5%, -0%) or primary first stage regulator failure.

The HUD shall serve as the secondary EOSTI indicator.

The HUD shall be powered by the SCBA's single power supply.

It shall be mounted in the user's field of vision on the Facepiece-Mounted Positive Pressure Regulator.

It shall display cylinder pressure in increments of 100%, 75%, 50% and 33%.

The display shall not have a numerical representation of bottle pressure.

At full bottle pressure, two green Light Emitting Diodes (LED) shall be illuminated.

At three-quarter bottle pressure, one green LED shall be illuminated.

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-third 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.

Harness and Backframe Assembly

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 black powder-coated aluminum frame that is contoured to follow the shape of the user's back.

The backframe shall include a mounting for the pressure reducer located at the waist.

The backframe shall include an over-the-center, adjustable tri-slide fixture, a para-aramid strap and a double-locking latch assembly to secure 30, 45, 60, or 75 minute cylinders.

The harness assembly shall consist of a one size black para-aramid strap with a yellow stripe.

This harness shall include box-stitched construction with no screws or bolts.

The harness assembly shall incorporate parachute-type, quick-release buckles and shall include shoulder and hip pads.

The harness shall include a seat-belt type waist attachment.

The shoulder strap shall be fitted with a Drag Rescue Loop (DRL) capable of being deployed in an emergency situation to drag a downed firefighter to safety.

The shoulder strap shall be attached to the backplate by way of a single, articulating metal bracket.

The one-piece aluminum backframe should include integrated donning/carry handles.

The handles shall allow the user to easily don the SCBA in the "over-head" style and also allow the user to carry the SCBA.

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 alarm sensor module in an area between the cylinder hanger locking mechanism and the backframe.

Cylinder

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.

If the SCBA is equipped with a CGA cylinder connection, the cylinder valve outlet shall be a modification of the Compressed Gas Association (CGA) standard threaded connection number 346 for breathing air for 2216 and CGA 347 for 4500 and 5500 systems.

If the SCBA is equipped with a Snap-Change Cylinder connection, the cylinder valve shall be designed with a quick connect that delivers air directly to the first stage pressure reducing regulator.

If the SCBA is equipped with a Snap-Change Cylinder connection, the cylinder valve shall be offered with a CGA 346 or CGA 347 fitting for the purposes of filling the cylinder only.

If the SCBA is equipped with a Snap-Change Cylinder connection, the fill fitting shall have a check valve to prevent flow from the cylinder.

If the SCBA is equipped with a Snap-Change Cylinder connection, the fill fitting shall be provided with a dust cover to protect threads from damage and prevent interior surfaces from being contaminated when not in use.

If the SCBA is equipped with a Snap-Change Cylinder connection, the dust cover shall be retained to the cylinder valve.

Each cylinder valve shall consist of the following: 1) a 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"; 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.

The SCBA shall maintain all NIOSH and NFPA standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.

Aluminum

The cylinder shall be manufactured in accordance with DOT specifications and meet the Transport Canada requirements with a working pressure of 2216 psig.

The cylinder shall be made of an aluminum alloy.

The cylinder shall be available in a 30, 45 or 60-minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).

Carbon-Wrapped

The cylinder shall be manufactured in accordance with DOT specifications and meet the Transport Canada requirements with working pressures of 2216, 4500, or 5500 psig.

The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin.

The cylinder shall be available in a 30-minute, 45-minute, 60-minute or 75 minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).

Warranty

The unit shall be covered by a warranty providing protection against defects in materials or workmanship.

This warranty shall be for a period of 10 years on the SCBA, except for the pressure reducer, which shall be covered for 15 years.

Electronic components shall be warranted for three years.

Optional Components

Personal Alert Safety System

The PASS Device shall be compliant to the NFPA 1982, 2013 Edition Standard on Personal Alert Safety Systems.

Operation of this distress alarm shall be initiated with the opening of the valve of an SCBA charged cylinder.

The system shall feature a "hands-free" re-set capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alert mode.

The system shall operate from a single power source containing six "AA" batteries.

The battery life of the SCBA with PASS only shall be no less than 200 hours.

The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.

The PASS System shall be upgradeable to include a 2.4 GHz integrated locator system.

The PASS system shall be upgradeable to include a 2.4 GHz integrated SCBA air / PASS (telemetry) management system.

The PASS device shall contain two components: a Console and a Sensor Module.

The HUD device shall provide an indication of PASS pre-alarm through a unique light pattern alerting the SCBA user.

Console

The console shall be located on the user's right shoulder strap.

The console shall contain an integral edge lit mechanical pressure gauge that is automatically energized by opening the cylinder valve.

The console shall display to the user the following: Pre-Alarm: alternating red flashing LED's;

Full Alarm: dual flashing red LED's and a flashing PASS icon; Low Battery: red flashing LED's; Normal System Operation: flashing green LED.

The console shall contain a photo sensing diode to dim and brighten the HUD as the environment changes.

The console shall contain push buttons for user interface.

The push buttons shall be designed to minimize accidental activation.

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.

The console shall be equipped with a LED "External HUD" allowing others to determine the wearer's cylinder pressure through the same color-code scheme as the standard HUD.

A cylinder with greater than half bottle pressure shall have a green LED shall be illuminated across the gauge face.

A cylinder with less than half bottle pressure shall have a yellow LED shall be illuminated across the gauge face.

A cylinder with less than one-third bottle pressure shall have a red LED shall be illuminated across the gauge face.

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 sensor module shall contain a motion sensor that is sensitive to user hip movement to reduce false activations.

The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual "buddy" indicators.

The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.

The visual indicators on the backframe mounted sensor module shall flash green during normal operation.

The visual indicators shall flash red 1) when the device is in pre-alert; 2) when the device is in full-alert; and 3) when the SCBA has reached one-third bottle pressure.

Personal Alert Safety System with Firefighter Locator

Operation of this distress alarm shall be initiated with the opening of the valve of an SCBA charged cylinder.

The system shall feature a "hands-free" re-set capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alert mode.

The system shall operate from a single power source containing six "AA" batteries.

The battery life of the SCBA with PASS only shall be no less than 200 hours.

The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.

When the PASS is manually activated, the locator system shall immediately emit a 2.4 GHz signal to be received by a separate hand-held receiver.

When the PASS is activated due to lack of motion, the locator system shall have a ten second delay prior to emitting a 2.4 GHz signal to be received by a separate hand-held receiver.

The system shall utilize a 2.4 GHz signal to provide the best path to a "downed" firefighter.

The locating system shall be programmable with eight alpha-numeric characters to provide identification information.

The PASS device shall contain two components: a Console and a Sensor Module.

The HUD device shall provide an indication of PASS pre-alarm through a unique light pattern alerting the SCBA user.

Console

The console shall be located on the user's right shoulder strap.

The console shall contain an integral edge lit mechanical pressure gauge that is automatically turned on by opening the cylinder valve.

The console shall display to the user the following: Pre-Alarm: alternating red flashing LED's; Full Alarm: dual flashing red LED's and a flashing PASS icon; Low Battery: red flashing LED's; Normal System Operation: flashing green LED.

The console shall contain a photo sensing diode to dim and brighten the HUD as the environment changes.

The console shall contain push buttons for user interface.

The push buttons shall be designed to minimize accidental activation.

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.

The console shall be equipped with a LED "External HUD" allowing others to determine the wearer's cylinder pressure through the same color-code scheme as the standard HUD.

A cylinder with greater than half bottle pressure shall have a green LED shall be illuminated across the gauge face.

A cylinder with less than half bottle pressure shall have a yellow LED shall be illuminated across the gauge face.

A cylinder with less than one-third bottle pressure shall have a red LED shall be illuminated across the gauge face.

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 sensor module shall contain a motion sensor that is sensitive to user hip movement to reduce false activations.

The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual "buddy" indicators.
The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.

The visual indicators on the backframe mounted sensor module shall flash green during normal operation.

The visual indicators shall flash red 1) when the device is in pre-alert; 2) when the device is in full-alert; and 3) when the SCBA has reached 1/3-bottle pressure.

Personal Alert Safety System with Accountability

The PASS Device shall be compliant to the NFPA 1982, 2013 Edition Standard on Personal Alert Safety Systems.

Operation of this distress alarm shall be initiated with the opening of the valve of an SCBA charged cylinder.

The system shall feature a "hands-free" re-set capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alert mode.

The system shall operate from a single power source containing six "AA" batteries.

The battery life of the SCBA with PASS only shall be no less than 70 hours.

The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.

When the PASS is manually activated, the locator system shall immediately emit a 2.4 GHz signal to be received by a separate hand-held receiver.

When the PASS is activated due to lack of motion, the locator system shall have a ten second delay prior to emitting a 2.4 GHz signal to be received by a separate hand-held receiver.

The system shall utilize a 2.4 GHz signal to provide the best path to a "downed" firefighter.

The locating system shall be programmable with eight alpha-numeric characters to provide identification information.

The system shall transmit user status information at a frequency of 2.4 GHz on a self-healing mesh network system that when deployed allows each energized SCBA to function as a repeater ensuring system connectivity.

The system shall provide bi-directional communications between command and SCBA wearer.

The communication shall contain: the user's name, cylinder pressure, PASS Alarms, PASS Acknowledgement, evacuation status, evacuation acknowledgement, Withdraw and Withdraw acknowledgement.

The PASS device shall contain two components: a Console and a Sensor Module.

The HUD device shall provide an indication of PASS pre-alarm through a unique light pattern alerting the SCBA user.

Console

The console shall be located on the user's right shoulder strap.

The console shall contain an integral edge lit mechanical pressure gauge that is automatically turned on by opening the cylinder valve.

The console shall display to the user the following: Pre-Alarm: alternating red flashing LED's; Full Alarm: dual flashing red LED's and a flashing PASS icon; Low Battery: red flashing LED's; Normal System Operation: flashing green LED.

The console shall also include icons to indicate Range Status, Evacuation, Withdraw (self-evacuation) and when the system is ready to receive the user's ID through an RFID card.

The console shall contain a photo sensing diode to dim and brighten the HUD as the environment changes.

The console shall contain push buttons for user interface.

The push buttons shall be designed to minimize accidental activation.

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.

A gray color-coded push button shall permit the activation of the withdraw mode.

The console shall be equipped with a LED "External HUD" allowing others to determine the wearer's cylinder pressure through the same color-code scheme as the standard HUD.

A cylinder with greater than half bottle pressure shall have a green LED shall be illuminated across the gauge face.

A cylinder with less than half bottle pressure shall have a yellow LED shall be illuminated across the gauge face.

A cylinder with less than one-third bottle pressure shall have a red LED shall be illuminated across the gauge face.

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 sensor module shall contain a motion sensor that is sensitive to user hip movement to reduce false activations.

The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual "buddy" indicators.

The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual "buddy" indicators.

The visual indicators on the backframe mounted sensor module shall flash green during normal operation.

The visual indicators shall flash red 1) when the device is in pre-alert; 2) when the device is in full-alert; and 3) when the SCBA has reached 1/3-bottle pressure.

The check valve within the outlet manifold shall prevent the external release of cylinder air in the event the air 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.

Emergency Breathing Support System "Buddy Breathing"

The Optional Dual Emergency Breathing Support System (EBSS) shall be approved to NIOSH 42CFR, Part 84 and NFPA 1981, 2013 Edition.

The Dual EBSS shall have one of each of the following requirements; (1) a manifold with one each of a female socket and male plug, both of which have check valves, (2) 40" minimum low-pressure hose, (3) a pouch for storing the hose, and (4) a dust cap for the female socket and male plug.

The Dual EBSS system shall be on the wearer's left side and shall be capable of allowing for six feet of hose between like systems.

The manifold shall be made of aluminum and be anodized black.

The female socket and male plug shall have spacing, no less than 15° off-center.

The female socket shall have a double action to disengage, noted as a "push-in/pull-back".

The female socket shall have an internal check valve.

The male plug shall have an external check valve.

The hose shall be made of high temperature rubber capable of sustaining a maximum 250 psig of pressure.

The containment system shall include a pouch and shall be made of para-aramid materials and shall be capable of storing 36" of hose.

The pouch shall be attached to the SCBA by pull-the-dot fasteners.

Extended Duration Airline System

An optional manifold shall also have provision for connection of an airline supply for extended duration use while reserving the cylinder supply for egress.

The air supply hose length shall be up to 300 feet and require an inlet pressure range of 60 to 115 psig, depending on the length of supply hose used.

The check valve within the outlet manifold shall prevent the external release of cylinder air in the event the air 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.

Electronic Voice Amplifier

The respirator shall have an optional facepiece-mounted voice amplification device to electronically project the user's voice.

The voice amplification device shall be mounted to the facepiece by means of a bracket that is secured around the voice emitter of the facepiece.

The device shall contain a bayonet-style mounting fixture that enables the user to insert the voice amplifier into the bracket and secure it with a quarter-turn counter-clockwise when it shall lock into place.

The device shall contain a thumb latch to permit removal when it is pressed and the device is rotated a quarter-turn clockwise.

The thumb latch shall contain a captive screw that enables the user to prevent removal.

The device shall weigh no more than 7 ounces 225 (grams) and its size shall not exceed the following dimensions: Length: 3.50 inches; (8.89 cm); width: 2.0 inches (5.08 cm); depth (extension from voice emitter): 1.75 inches (4.44 cm).

The device shall be able to be upgraded to a voice amplifier, radio interface, and stand alone radio communication system that all reside in a single housing with a single power source.

The device shall contain a momentary on/off switch with a tactile indication and audible click when depressed.

The switch shall be covered with a sheath made of a silicone material.

The device shall contain an LED which illuminates green when the device is activated and flashes once per second when a low battery condition (approximately 10% of battery life remaining) is present.

The device shall provide audible tones to indicate that the system has been energized, de-energized and to provide a low battery indication.

The device shall be powered by three AAA alkaline batteries, which shall provide no less than 50 hours of continuous operation with fully-charged batteries.

The batteries shall be contained in a gasketed compartment secured in place by means of a fastener.

The door of the battery compartment shall be user-replaceable.
The device shall contain an automatic shut down function that de-energizes the voice amplifier approximately 20 minutes after the last time the user speaks.

Designed to conserve battery life when a user forgets to turn off the voice amplifier, the voice amplifier shall be reactivated after shut down by pressing the on/off switch.

The microphone shall be located on the surface of the bayonet mounting fixture and voice projection shall be facilitated by means of a circular gasket that seals the device to the communications mounting bracket.

The amplifier shall contain a custom speaker designed for pushing sound through background noises commonly found at emergency events.

The device shall not feedback for longer than 1 second when worn on a level A haz-mat suit.

The device shall be able to provide a minimum STI score of 0.65, even though NFPA minimum requirement is 0.60.

The voice amplifier, when attached to a facepiece, shall be able to withstand a 30 minute tumble test.

A single voice amplifier shall be able to withstand eight, 6 foot drops, once on each side and on two edges.

The voice amplifier shall be able to withstand a 30 minute tumble test not attached to the facepiece.

Item 2: RIT-PAK III

EMERGENCY AIR-SUPPLY SYSTEM - BID SPECIFICATIONS
General Cylinder Requirements
Part # 200954-02

The purpose of this bid specification is to establish the minimum requirements for an auxiliary air source to be used by Rapid Intervention Teams. The air source shall consist of the following components: (1) a carrying bag; (2) external pressure gauge; (3) an audible low-pressure alarm; (4) a Universal Air Connection high-pressure emergency airline that will function with any manufacturers NFPA 1981, 2002 compliant or newer self-contained breathing apparatus; (5) a low-pressure airline hose assembly with a low-pressure manifold that has a Scott style male and female quick disconnect and additional ports to allow the use of other SCBA manufacturer's low-pressure fittings; (6) a RIT Style facepiece (optional) and (7) a pressure regulator (optional).

The successful bidder agrees to provide, at their own expense, a factory trained instructor for such time as the respirator user shall require complete instruction in the operation and maintenance of the respirator. Any exceptions to these specifications must be detailed in a separate attachment. Failure to do so will automatically disqualify the bidder.

The successful bidder must be a sales distributor, authorized by the manufacturer, to sell the equipment specified herein. A signed document from the manufacture confirming this must be included with the bid.

The SCBA shall maintain all NIOSH standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.

The Emergency Air-Supply System shall comply with the strict U.S. federal guidelines of being "Made in the USA."

Operational Requirements

Carrying Bag

1. The carrying bag material shall be a highly visible orange and resistant to heat and flame.

2. The carrying bag shall include reflective striping to increase visibility of the product in low- light conditions.

3. The carrying bag shall be equipped with ten (10) d-rings.

4. Located on the top of the carrying bag shall be a tool pouch.

5. Located on the top of the carrying bag shall be a rope pouch capable of holding 75 feet of 3/8" rope.

6. The length of the shoulder strap shall be adjustable.

7. The shoulder strap shall be equipped with two (2) seat belt buckles.

8. The shoulder strap shall be equipped with two (2) non-locking carabineers.

9. The carrying bag shall have three flap openings: (1) high-pressure access; (2) low-pressure access and (3) cylinder access.

10. The tab of the low-pressure access flap shall be differentiated from the tab of the high-pressure access flap through a tactile grip that can easily be detectable while wearing gloves.

11. The carrying bag shall be equipped with a highly-durable, low-friction skid plate.

External Pressure Gauge

1. The gauge face shall be luminescent for easier reading in low-light conditions.

2. The external pressure gauge shall be equipped with pressure indicator light emitting diodes (LED): (2) green LEDs when cylinder pressure is 100% to 76%; (1) green LED when cylinder pressure is 75% to 51%; (1) amber LED when cylinder pressure is 50% to 26%; and (1) blinking red LED when cylinder pressure is below 25%. An additional orange LED shall be included to indicate low battery alarm.

3. An LED shall be cast across the gauge face to increase readability in dark environments.

4. The external pressure gauge shall be powered by two (2) AA batteries.

5. The external pressure gauge shall be tethered to the carrying bag.

Audible Low-Pressure Alarm

The air-source shall include an audible low-pressure alarm that is pneumatically activated at 25% of cylinder pressure.

Universal Air Connection High-Pressure Emergency Airline

1. The Universal Air Connection (UAC) high-pressure emergency airline assembly shall be five (5) feet in length.

2. The UAC Adapter assembly shall have a highly visible stripe on the quick-charge coupling.

3. The quick-charge coupling on the UAC high-pressure emergency airline shall include a rubber protective cap to protect from debris and contaminants.

Low-Pressure Airline Hose Assembly

1. The low-pressure airline hose assembly shall consist of a pressure reducer, a six (6) foot airline hose, and a low-pressure manifold block.

2. The low pressure manifold block shall include a male airline fitting, a female socket assembly and two (2) additional ports to enable the use of multiple manufacturers' low-pressure quick disconnect fittings.

3. The low-pressure airline hose shall be able to accommodate an air pressure of 250 psi.

4. The female socket shall be able to accommodate the "male" end of a low-pressure hose coming off the regulator that is attached to the respirator user's full facepiece.

5. The low-pressure airline hose assembly shall be able to connect to the Scott Dual Emergency Breathing Support System (EBSS).

RIT Style Full Facepiece (Optional)

1. The RIT Style shall be designed to increase the visibility of the wearer's face to the rescue team.

2. The facepiece shall have a positioning tab on the head harness and large d-rings on the bottom head harness adjusting straps to ease donning of the facepiece on a victim by the rescue team.

Pressure Regulator

1. The pressure regulator shall be able to connect to a RIT Style full facepiece.

2. The pressure regulator shall include a three (3) foot low-pressure hose.

3. The pressure regulator shall be equipped with an emergency by-pass knob.

Item 3: SEMS II™

Scott Electronic Management System
Bid specifications
Part # 201051-01

General System Specifications
The SCBA integrated Accountability System shall be an NFPA 1982, 2007 edition PASS device, a firefighter management system capable of monitoring air pressure remaining in the SCBA, and a Fire Fighter locating system in one integrated package. The Self-Contained Breathing Apparatus (SCBA) shall maintain its NIOSH approval when equipped or upgraded with the distress alarm. The distress alarm system shall be listed as intrinsically safe in accordance with ANSI/ UI 913 Class I, Groups C and D, Class II, Groups E, F, and G, Hazardous locations.

The system shall consist of the following components: Control Console, Sensor Module, Base Station and an optional Scott Pak-Tracker™ Hand-Held Receiver.

Control Console
The Control Console shall be located on the user's right shoulder strap. The Control Console shall contain an integral edge lit mechanical pressure gauge that is automatically turned on by opening the cylinder valve.

The Control Console assembly shall be equipped with three color coded buttons: a yellow color-coded push button for system re-set; a red color-coded push button for manual activation of the full alarm mode; and a blue button for activation of the withdraw mode. These push buttons shall be designed to minimize accidental activation.

The Control Console shall display to the user the following:
- Pre-Alarm: alternating red flashing LED's
- Full Alarm: dual flashing red LED's and a flashing PASS icon
- Low Battery: red flashing LED's
- Normal System Operation: flashing green LED and range icon

The Control Console shall also include icons to indicate Range Status, Evacuation, Withdraw (self-evacuation) and when the system is ready to receive the user's ID through an RFID card.

It shall also contain a photo sensing diode to dim and brighten the HUD as the environment changes. The console shall transmit at a frequency of 2.4 GhZ the "user" status information on a self-healing mobile mesh network system that when deployed enables each SEMS II console to be a repeater. The system will transmit the user's name, pressure; PASS Alarms, PASS acknowledgement, evacuation status, evacuation acknowledgement, Withdraw, Withdraw acknowledgment.

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 sensor module shall contain dual sound emitters for the audible alarm and dual visual "buddy" indicators.

The sensor module shall operate on six "AA" batteries that are located in the Sensor Module Assembly. The battery life of the SCBA with SEMS II shall be no less than 70 hours. The visual indicators on the backframe mounted sensor module shall flash green during normal operation. The visual indicators shall flash red 1) when the device is in pre-alert; 2) when the device is in full-alert; and 3) when the SCBA has reached ¼-bottle pressure. The system shall feature a "hands-free" pre-alarm re-set capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alert mode.

The Pre-alarm signal shall be in a frequency range of 1 kHz to 2 kHz when the user remains motionless for approximately 20 seconds and consist of two primary frequencies at 60 dBA. The full PASS alarm signal shall be in a frequency range of 1 kHz to 4 kHz when the user remains motionless for approximately 30 seconds after the pre-alarm and the sound pressure level shall be greater than 95 dBA at full alarm consisting of three primary frequencies. The sensor module shall contain a secondary component that will transmit a signal when the unit is in "firefighter down" alarm. This signal shall be capable of being receivedby a separate hand-held receiver.

Receiving Station
The base station all transmit/receive hardware shall weight no more than 3 ounces (not including the PC) and shall allow the user to move the base station as the event dictates. The base station shall not require an external power source separate from the PC. The Base Station shall attach to a PC via a standard PCMCIA connection.

Separate Pak-Tracker™ Hand-Held Receiver
The hand-held device shall contain a receiver and be designed for firefighting applications such as search and rescue of a downed or trapped firefighter. The housing shall be red in color and constructed of a polymer material, suitable for use in high-heat environments and fire ground applications. The housing shall consist of a compartment enclosing the receiver. The head of the housing shall be integrated into an approximately 6-inch long ergonomically designed handle, designed to house a battery pack. The handle shall be designed for gloved-hand operation with an anti-slip grip. The base of the handle shall consist of a threaded and gasketed cover to permit user access to the battery compartment for the purpose of inserting or removing the battery pack. The base of the cover shall include a molded connection point for attachment of a neck/shoulder strap or similar device. The device shall have means to recharge the battery (NiMH)) while installed in the hand-held receiver. The complete weight of the hand-held receiver, with battery pack installed, shall be 2.2 pounds (.997g). The overall dimensions of the hand-held device shall be 5 X 5 X 11.25 inches. (12.7 x 12.7 x 28.57 cm).

Display
The hand-held receiver shall include a large 2.38-inch (6.04 cm), two line x 16 digit LCD and two digit LED display. The display shall have an exterior protective cover that is hard coated and designed to reduce glare.

Controls and Icons
The hand-held receiver shall contain two gloved-hand accessible push-type control buttons to operate all functions. These functions shall include on/off, scrolling, and searching. All buttons shall be designed to prevent accidental shut-off. The handheld receiver shall include an LCD to display integrated transmitters that are transmitting and which specific transmitter is being tracked, and an LED indicating signal strength of the transmitter being tracked. High intensity graphical bars incrementally illuminate when signal strength is greater than 50. Additional LED shall include a "Low Bat" alert, which shall alert the user to a low battery condition when approximately 20% of battery life remains.

Power Source and Battery Pack
The hand-held receiver shall be powered by a single rechargeable nickel-metal hydride battery pack. Use of nickel metal hydride batteries shall provide approximately six hours of continuous operation.

Desktop Charger
The hand-held receiver shall be available with a desktop charger designed for recharging the nickel-metal hydride pack. The design of the charger is such that a battery can only be inserted one way. The charger shall be capable of recharging fully depleted batteries in approximately two hours. The charger shall be capable of being connected to a 110 VAC or 12 VDC power supply.

Carrying Case
The hand-held receiver shall be made available for storage and transportation with a molded plastic carrying case. The case shall include a foam insert for protection and shall be also be capable of carrying accessories, such as a spare battery pack and desktop charger.

Truck Charging System
The hand-held receiver shall be available with a truck charging system (TCS) suitable for mounting in a vertical position inside an apparatus or on a wall. The TCS shall be designed to securely retain the hand-held receiver when not in use and to recharge the battery inside the hand-held device handle. The TCS shall be supplied with connections for either a 110 VAC or 12 VDC power supply, and shall be capable of recharging a depleted battery pack in approximately two hours. The TCS shall be designed in such a way that a user with gloved hands may mount or dismount a hand-held receiver into the fixture. The TCS shall be capable of satisfying the NFPA Standard for Automotive Fire Apparatus specified in NFPA 1901, Current Edition. The system shall be capable of withstanding forces of 9-Gs (longitudinally) and 3-Gs (from other directions), while securely retaining the hand-held receiver.

Training Requirements
Successful bidder shall provide, at the bidder's own expense, a factory-trained instructor for such time as the department head shall require for complete instruction in the operation and maintenance of the Pak-Tracker Locator. Any exceptions to these specifications must be detailed in a separate attachment, and failure to do so will automatically disqualify the bidder. Successful bidder must be a factory-authorized distributor to sell the equipment specified herein.

Intrinsically Safe
Pak-Tracker Locator's hand-held receiver has IS Division II (UL 1604); Atex Zone 2 (EN60079-0 & EN 60079-15).

Item 4: Xenon 1900

Features

Custom Sensor Optimized for Bar Code Scanning:Improves scanning aggressiveness and protects investment by providing supply chain stability

Multiple Focal Options: Three focal options (high density, standard range and extended range) provide application-specific scanning, leading to improved productivity

Image Processing Software: Offers advanced editing functionality—cropping, brightening, rotating, sharpening and more—to produce high-quality digital images

TotalFreedom™ 2.0: Second-generation development platform enables the loading and linking of multiple applications on the scanner to enhance image processing, decoding or data formatting functionality, eliminating the need for host system modifications

Remote MasterMind™ Scanner Management Software: Provides a quick and convenient solution for IT administrators seeking to manage all scanners within their network from a single remote location

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed $50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the HGAC Cooperative Purchasing Contract number EE08-13 through .

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR 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.

All Or None Bid.

City of San Antonio will make award to one vendor only.

Insurance.

A) Prior to the commencement of any work under this Agreement, Bidder shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "*Fire-Self-Contained Breathing Apparatuses*" 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 a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) 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 Agreement until such certificate and endorsements have been received and approved by the City's Finance 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 Agreement 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 Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Bidder's financial integrity is of interest to the City; therefore, subject to Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, Bidder shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Bidder'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 below:

TYPE	AMOUNTS
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you *if applicable	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000

D) Bidder agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Bidder herein, and provide a certificate of insurance and endorsement that names the Bidder and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) 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, declaration 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). Bidder 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. Bidder shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Bidder agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, 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, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- 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 notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder'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 Agreement.

H) In addition to any other remedies the City may have upon Bidder'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 Bidder to stop work hereunder, and/or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Bidder may be held responsible for payments of damages to persons or property resulting from Bidder's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Bidder'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 Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Bidder and any Subcontractors are responsible for all damage to their own equipment and/or property.

INDEMNIFICATION

BIDDER 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 BIDDER' activities under this Agreement, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, bidder or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s 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' activities under this AGREEMENT 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.

Bid Bond.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $. The Bid Bond shall be valid for days following the deadline for submission of offers. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Offeror is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any offers received without a Bid Bond will be disqualified.

For hard copy offers, the bid bond must accompany the offer. For electronic submissions, Offeror must provide the original bid bond to City's Purchasing & General Services

Department prior to bid opening in accordance with the instructions for hard copy submissions.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – PRICE SCHEDULE
Attachment B – VETERAN-OWNED SMALL BUSINESS TRACKING FORM
Attachment C – SUPPLEMENTAL INFORMATION RELATED TO STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. 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. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by 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.

Payment by City.

In accordance with the Texas Prompt Payment Act, 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 City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between 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. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, 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 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.

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.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. 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.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. 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 Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, 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 Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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 CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. 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.

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 ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Non-Discrimination. As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise,

regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information Please Print or Type	
Vendor ID No.	V1011275
Signer's Name	BRENT ALLEN REGION VICE PRESIDENT
Name of Business	MUNICIPAL EMERGENCY SERVICES, INC (MES, INC)
Street Address	16511 HEDGECROFT SUITE 200
City, State, Zip Code	HOUSTON, TX 77060
Email Address	BALLEN@MESFIRE.COM
Telephone No.	800-784-0404
Fax No.	281-442-9199
City's Solicitation No.	6100005813

Brent A. Allen

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

	SCOTT SCBA AND EQUIPMENT			
ITEM 1	AIR PAK 2 (SCBA CONFIGURATOR X3324022200402)			
Description		Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: SCOTT_ Product No.: _X3324022200402 Warranty: 15 Years on the pressure reducer 10 Years on the harness, back-frame, cylinder, regulator and mask-(including the straps) 5 Years on the electronics		555 each	$ 5463.80	$ 3,032,409.00
ITEM 1a.	AV3K HT MASK SIZE SMALL			
Description		Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: SCOTT__ Product No.: _201215-04 Warranty: 10 YEARS		100 each	$ 266.00	$ 26,600.00
ITEM 1b.	AV3K HT MASK SIZE LG			
Description		Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: _SCOTT____ Product No.: _201215-06_____ Warranty: 10 YEARS		450 each	$ 266.00	$ 119,700.00
ITEM 1c.	AV3K HT MASK MED			
Description		Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: __SCOTT_____ Product No.: __201215-05_____ Warranty: 10 YEARS		450 each	$ 266.00	$ 119,700.00

ITEM 2	RIT PAK III		
Description	Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: __SCOTT_____ Product No.: _200954-02_____ Warranty: 1 YEAR BAG , 3 YEAR ELECTRONICS , 5 YEAR PNEUMATICS	80 each	$ 2,340.80	$ 187,264.00
ITEM 2a.	CYLINDER , 45 MIN 4500 PSI CARBON		
Description	Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: _SCOTT_____ Product No.: __804722-01_____ Warranty: _10 YEAR	250 each	$ 897.60	$ 224,400.00
ITEM 2b.	CYLINDER , 60 MIN 4500 PSI , CARBON		
Description	Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: _SCOTT_____ Product No.: __804723-01_____ Warranty: _10 YEAR	80 each	$ 1006.40	$ 80,512.00
ITEM 2c.	EPIC 3 VOICE AMP		
Description	Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: SCOTT___ Product No.: _201275-01_ Warranty: ___1 YEAR	350 each	$ 386.10	$ 135,135.00

ITEM 2d.	REGULATOR ASSEMBLY, 2013 , QD		
Description	Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: _SCOTT_ Product No.: ___200077-50 Warranty: 10 YEARS	540 each	$ 1,140.00	$ 615,600.00
ITEM 3.	SEMS II GATEWAY		
Description	Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: _SCOTT_ Product No.: _201088-02_ Warranty: 1 YEAR	10 each	$ 1,437.26	$ 14,372.60
ITEM 3a.	ASSEMBLY, WIRELESS BOOT LOADER		
Description	Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: __SCOTT Product No.: __200673-01_____ Warranty: 1 YEAR	2 EACH	$ 819.62	$ 1,639.24
ITEM 3b.	SEMS II REPEATER ASSEMBLY		
Description	Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: _Scott___ Product No.: ___201051-01_ Warranty: 1 Year	2 case	$ 1,314.41	$ 2,628.82
ITEM 4.	XENON 1900 (Bar Code Scanners)		
Description	Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: __Scott___ Product No.: ___BCS_____ Warranty: 1 Year	2 each	$ 335.89	$ 671.78
ITEM 5	HGAC Fee	$ -0-	
EXTENDED TOTAL: $ Manufacture Allowance -$789,000		Total $3,771,632.44	

Delivery: Delivery will be made in 60 days upon issuance of Purchase Order.

Please complete the following:

Prompt Payment Discount: 0 % 0 days. (If no discount is offered, Net 30 will apply.)

Orrsinal

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100005813

Name of Respondent:	Municipal Emergency Services	
Physical Address:	16511 Hedgecroft Suite 200	
City, State, Zip Code:	Houston TX 77060	
Phone Number:	800-784-0404	
Email Address:	BAllen@mesfire.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

Mike Evans

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Sales Rep

Title

4-9-15

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

Original

SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

http://www.ethics.state.tx.us/forms/CIQ.pdf

In addition, please complete the City's Addendum to the Form CIQ (Form CIQ-A) and submit it with the Form CIQ to the Office of the City Clerk. The City's Addendum to the Form CIQ can be found at:

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf

Original

MES - Texas
16511 Hedgecroft, Suite 200
Houston, TX 77060

Telephone.....: 800-784-0404
Fax.....: 281-442-9199

Ship To:
SAN ANTONIO, CITY OF
230 S CALLAGHAN ROAD
San Antonio, TX 78227

Contact:
Phone:

Bill To:
SAN ANTONIO, CITY OF
ACCOUNTS PAYABLE
P.O. BOX 839976
SAN ANTONIO, TX 78283

Quotation

Number.....: QT_00318403-11
Date.....: 4/8/2015
Page.....: 1 of 2
Sales order.....:
Requisition.....:
Your ref.....:
Our ref.....: JEvans
Quotation deadline.....: 6/30/2015
Payment.....: Net 30
Sales Rep.....: JEvans
Terms of delivery.....: Supplier Pays Freight

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
X3324022200402	Scott X3 CGA, SEMS II, QC Reg, Dual EBSS			555.00	EA	5,463.80	3,032,409.00
804722-01	CYL&VLV ASSY,CARB,45MIN,4500			250.00	EA	897.60	224,400.00
201215-04	AV3000 HT, KEVLAR HEADNET, SIZE SMALL, RIGHT SIDE COMM BRKT			100.00	EA	266.00	26,600.00
201215-05	AV3000 HT, KEVLAR HEADNET, SIZE MEDIUM, RIGHT SIDE COMM BRKT			450.00	EA	266.00	119,700.00
201215-06	AV3000 HT, KEVLAR HEADNET, SIZE LARGE RIGHT SIZE COMM BRKT			450.00	EA	266.00	119,700.00
201275-01	EPIC 3 VOICE AMPLIFIER INDIVIDUAL			350.00	EA	386.10	135,135.00
200077-50	REG ASY, 2013, QD			540.00	EA	1,140.00	615,600.00
200673-01	ASSEMBLY,WIRELESS BOOT LOADER			2.00	EA	819.62	1,639.24
201088-02	SEMS II Gateway USB			10.00	EA	1,437.26	14,372.60
201051-01	SEMS II Repeater Assy			2.00	EA	1,314.41	2,628.82
BCS	Bar Code Scanner			2.00	EA	335.89	671.78
200954-02	RIT PAK III ASSY, 4500PSI			80.00	EA	2,340.80	187,264.00
804723-01	(HM) CYL & VALVE CARBON 60			80.00	EA	1,006.40	80,512.00
MFD	Manufacture Allowance			-1.00	EA	789,000.00	-789,000.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.
Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

ll returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. ustom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

MES - Texas
16511 Hedgecroft, Suite 200
Houston, TX 77060

Telephone.....: 800-784-0404
Fax.....: 281-442-9199

Ship To:
SAN ANTONIO, CITY OF
230 S CALLAGHAN ROAD
San Antonio, TX 78227

Contact:
Phone:

Bill To:
SAN ANTONIO, CITY OF
ACCOUNTS PAYABLE
P.O. BOX 839976
SAN ANTONIO, TX 78283

Quotation

Number.....: QT_00318403-11
Date.....: 4/8/2015
Page.....: 2 of 2
Sales order.....:
Requisition.....:
Your ref.....:
Our ref.....: JEvans
Quotation deadline.....: 6/30/2015
Payment.....: Net 30
Sales Rep.....: JEvans
Terms of delivery.....: Supplier Pays Freight

Notes:
This quote is using the HGAC Contract EE08-13, MES Vendor #0358

Any expenses required for technician training to be paid for by MES

›les balance	Total discount	S&H	Sales tax	Total
,771,632.44	0.00	0.00	0.00	3,771,632.44 USD

ll returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.