

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: CC
BID NO.: 09-077-CC

Date Issued: March 23, 2009

**FORMAL INVITATION FOR BIDS
BREATHING COMPRESSION AND FILL STATION**

Sealed bids in triplicate and one (1) electronic version of entire bid on CD-Rom in a sealed package subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time April 7, 2009.

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

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

MBE Goal: 15% WBE Goal: 10%

AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Terms and Conditions of Invitation for Bids

Specifications and General Requirements

Price Schedule

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

Signer's Name: Gary J. Rinn
(Please Print or Type)

Firm Name: Buoy Services, Inc
DBA Survival Air Systems

Address: 110 Heather Lane Suite 204

Signature of Person Authorized to Sign Bid

City, State, Zip Code: Lake Jackson, TX 77566

Email Address: sasinfo@survivalairsystems.com Telephone No.: 979 299 3399

Fax No.: 979 299 3395

Please complete the following:

Prompt Payment Discount: 1 % 10 days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify) _____

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

Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____

Tax Identification Number: 76-0366863-7

FOR CITY USE ONLY

AWARD

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

Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

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

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

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. In an "All or None" bid, a unit price left blank shall be tabulated as a "zero", and shall be deemed to be offered at no cost to the City.

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

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

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

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

6. SUBMISSION OF BIDS

- (a) Sealed bids in triplicate and one (1) electronic version of entire bid on CD-Rom shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

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

11. DISCOUNTS

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. BID PROTEST PROCEDURES

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director of Purchasing & General Services and appeal any adverse decision to the City Manager of the City of San Antonio.

Vendor must deliver a written notice of protest to the Purchasing & General Services Director within seven (7) calendar days of the posting of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City's website posting.

14. DEBRIEFING

Debriefing of contract award is available upon request and after award of the Contract.

15. CONTRACT TERMINATION

TERMINATION-BREACH:

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

TERMINATION-NOTICE:

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

TERMINATION-FUNDING:

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

16. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.

- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

17. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

18. INDEPENDENT CONTRACTOR

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

19. BID RESULT REQUEST

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

20. PATENTS/COPYRIGHTS

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

21. 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'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

22. INSURANCE

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

23. ACCEPTANCE BY CITY

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

24. WARRANTY

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

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

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

25. CHANGE ORDERS

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

26. ASSIGNMENT

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

27. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

28. QUESTIONS

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

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE: The City of San Antonio is soliciting bids to purchase a breathing compressor, fill station and an air storage system in accordance with the specifications listed herein.

GENERAL CONDITIONS:

1. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months.
2. Installation: The successful bidder will be responsible for installing the breathing compressors and fill station. Installation costs for the breathing compressors and fill station shall be included in the bid price for each item. All components shall be installed new and unused unless provided for specifically by the City. The units must be serviced in accordance with manufacturer's recommended pre-delivery checklist, be ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced herein.
3. All prices shall be quoted F.O.B., designated City of San Antonio facility.
4. Delivery - All deliveries will be coordinated with John Sandoval, San Antonio Fire Department, at (210) 921-6531. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, **NO EXCEPTIONS**.
5. For questions regarding bidding procedures, contact Christina Cardenas, Procurement Specialist at (210) 207-6551 or via email at christina.m.cardenas@sanantonio.gov.
6. The City of San Antonio reserves the right to retain any trade-in units and accept equipment offered by the dealer, based on price quotations for the new equipment only, without consideration for trade-in values offered, or to use a combination of quoted new equipment price less trade-in offers, whichever is most advantageous to the City. Bids for outright purchases of trade-in equipment will be considered.
7. To make arrangements to view the trade-in compressors, contact John Sandoval at the San Antonio Fire Department at 210-921-6531. Trade-ins are to be considered in "as is" condition.
8. The City reserves the right to reject any and all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.
9. **Award will be made to one vendor only.**

INSURANCE REQUIREMENTS:

1. Prior to the commencement of any work under this Agreement, CONTRACTOR shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Purchasing and General Services Department, which shall be clearly labeled "*Breathing Compression and Fill Station*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title 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 Purchasing and General Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
2. 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 whereupon City may incur increased risk.

3. A CONTRACTOR's financial integrity is of interest to the City; therefore, subject to CONTRACTOR's right to maintain reasonable deductibles in such amounts as are approved by the City, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractor's c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage.

4. The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, 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). CONTRACTOR 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. CONTRACTOR shall pay any costs incurred resulting from said changes.

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

5. CONTRACTOR 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 insured 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.
 - Provide thirty (30) calendar days 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.
6. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend CONTRACTOR'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.
 7. In addition to any other remedies the City may have upon CONTRACTOR'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 CONTRACTOR to stop work hereunder, and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.
 8. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or its subCONTRACTORS' performance of the work covered under this Agreement.
 9. It is agreed that CONTRACTOR'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.
 10. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
 11. CONTRACTOR and any Subcontractor's are responsible for all damage to their own equipment and/or property.

GENERAL SPECIFICATIONS:

ITEM #1: BREATHING AIR COMPRESSOR – MOBILE – ENGINE DRIVEN SPECIFICATIONS

1. The Compressor package shall be of open design, horizontal configuration with all components mounted in a heavy duty structural steel frame engineered to absorb all stress imposed by operation, portable use and guard against physical damage. The complete unit shall be factory assembled and tested to assure quality and reliability. The following scope of supply shall be included: compressor, diesel engine, pneumatic clutch, purification system, gauge panel, CO and moisture monitors and pressure bearing components.

A. COMPRESSOR: The compressor block shall be four stage, air cooled, pressure oil lubricated of "V" configuration and rated for continuous duty at 6000 psig with a charging rate of 20.7 cfm. Compressor systems requiring auxiliary cooling fans or cool down cycles shall not be acceptable. The crankcase shall be of all cast iron construction, fully enclosed and support an iron crankshaft with oversized ball bearings on each end. Only two connecting rods shall be utilized. Each connecting rod shall be equipped with needle bearings on each end for long life. All pistons shall be of the captive design, manufactured of aluminum or steel and incorporate rings on all stages. Cylinders shall be of

aluminum or cast iron construction with deep cooling fins to provide maximum heat dissipation. The compressor flywheel shall incorporate a high velocity fan to remove heat from the compressor. Cooling air flow from the fan shall be a minimum of 4000 cfm. Individually mounted intercoolers shall be utilized after each stage of compression and the after-cooler shall be designed to deliver final air at a temperature not to exceed 18 degrees F above ambient. Suction and delivery valves shall be designed in such a manner that they can be replaced without replacing the entire assembly. Valve inspection covers are to be provided on the first and second stage cylinders. Relief valves shall be utilized after each stage of compression. The pressure lubrication system shall include an oil pump to supply metered quantities of lubricant directly to the fourth stage piston through a replaceable spin-off type, full flow filter. The oil pump shall be directly driven off of the crankshaft. Belt driven pumps shall not be acceptable. An oil level sight glass shall be provided for checking the crankcase oil level. An automatic drain system shall be supplied to periodically discharge accumulated condensation during operation and whenever the unit shuts down. The compressor manufacturer shall have an ISO 9001 quality management systems standard approval on the design and manufacture process.

B. DIESEL ENGINE: Three cylinder, water cooled, pressure lubricated engine rated for a minimum 20 horsepower shall be supplied. The engine shall be mounted on a common base-plate with the compressor supported to the frame by shock mounts to minimize vibration. The base-plate shall incorporate slotted mounting holes and adjustment bolts to facilitate belt tension adjustment. The V-belt drive shall be guarded to meet OSHA requirements.

C. PNEUMATIC CLUTCH: A pneumatic clutch shall be supplied on the unit to allow the engine to be started, idled and operated with the compressor disengaged or unloaded per NFPA 1901.

D. PURIFICATION SYSTEM: The purification system and replacement filter cartridges shall be manufactured by the same company as the compressor package. The system shall be a multi-chamber arrangement each constructed of 7075T6 aluminum alloy with a tensile strength of 83,000 psi and designed for 6000 psi working pressure with a 4 to 1 safety factor. The first chamber shall be a mechanical separator to eliminate oil and water. Subsequent chambers shall utilize replaceable filter cartridges constructed of high-strength, non-corrosive FDA grade polycarbonate plastic. Non-corrosive stainless steel springs and spin welded end caps shall be incorporated within the cartridge boundary. The cartridge shall be designed to remove water vapor, hydrocarbons, noxious gases, taste and odors. A visual moisture/carbon monoxide indicator shall be provided after the final purifying chamber. System requiring depressurization to check filter condition shall not be acceptable. Carbon monoxide shall also be eliminated by catalytic oxidation. The purification system shall process 96,760 cf (with a 70 degree F inlet temperature) before cartridge replacement. The air delivered shall meet CGA grade "E" quality.

The final separator shall be mounted on the compressor frame. The two purification chambers shall be mounted on a remote panel to facilitate cartridge replacement.

E. CONTROLS/INSTRUMENTATION: The compressor package shall incorporate a gauge panel to include the interstage and final pressure gauges, key switch, high temperature and low oil pressure warning lights and hour meter.

The control system shall consist of all devices necessary to monitor compressor performance and operation including a 12 volt electric engine start system (battery not included), high air temperature and low oil pressure switches. An air pressure switch with engine shutdown shall be supplied to automatically stop the compressor in order to maintain adequate system pressure.

F. CONTROL SYSTEM: The unit shall include all necessary controls to assure efficient operation and monitor compressor performance including a 12 volt electric engine start system. All necessary electric

motor controls shall also be included and rated for NEMA class 12. As a minimum, the control system shall include the following:

- Key switch.
- Air pressure switch to automatically start and stop the unit in order to maintain system pressure.
- High air temperature shutdown.
- PLC controller.
- Illuminated power "on" switch.
- Independent "start" and "stop" push button switches.
- Emergency stop button.
- Low oil pressure switch.

G. INSTRUMENTATION: The unit shall include all necessary gauges and lights necessary to indicate all normal and shutdown conditions. All gauges, lights and indicators shall be mounted on a steel control panel centrally located on the front of the unit and also within the cabinet. As a minimum, the instrumentation panels shall include the following:

- Compressor interstage and final air pressure gauges.
- Hour meter.
- High air pressure shutdown light.
- High air temperature shutdown light.
- Low oil pressure light.

H. AUTO DRAIN MUFFLER/RESERVOIR: An automatic drain muffler/reservoir system shall be provided manufactured of 14 gauge steel and designed to capture discharged condensation and to reduce the discharge noise level. A conveniently located valve shall be supplied to periodically drain the condensate accumulated in the muffler/reservoir at atmospheric pressure. The muffler reservoir shall be designed to mount under the truck chassis.

I. CARBON MONOXIDE MONITORING SYSTEM: The CO monitor shall be mounted on the separate wall mount operations panel.

- Shall be piped into the air flow downstream of the purification system.
- Shall be tamper-resistant requiring a keystroke sequence to access monitor controls.
- Must have a warning light, audible alarm & shutdown for high concentrations of CO.
- Shall reliably detect CO concentrations from 0 to 10 ppm. A digital readout shall continuously indicate the amount of CO in the compressed breathing air.
- Must be capable of adjustment at any point on the monitor between 5 to 10 ppm for shutdown.
- The unit shall automatically go through the calibration process every 90 seconds.
- Calibration kit with 20 ppm CO is to be provided. Additionally, a cylinder with 0 ppm of CO shall be provided to conveniently and accurately calibrate the monitor.
- The system shall come complete with solenoids to control system calibration.

J. MOISTURE MONITOR (CARTRIDGE MONITORING SYSTEM): The cartridge monitoring system shall be mounted on a separate wall mount operations panel. The system is designed to monitor the quality of air being discharged after the compressor's purification systems. The system continuously evaluates the moisture content of the purified air and also confirms the presence of the cartridge filter in the purification chamber. The complete system consists of the following:

- Moisture monitor probe.
- Photo cell cartridge detection sensor.
- Microprocessor control unit.

- Cartridge "ok" green light.
- Cartridge life warning light.
- Cartridge expired red warning and compressor shutdown.
- Install filter text message.

The cartridge monitoring system operating procedure is as follows:

Cartridge Detection: In the event that a cartridge filter is not installed in the purification chamber, a text message will be displayed and the compressor will not start. This same condition will also occur in the event that any electrical connections in the system are faulty or otherwise not made. Note that mechanical devices, which could be subjected to corrosion, are not utilized.

Moisture Monitor: Upon start-up of the compressor, the moisture monitor probe (a) will continuously monitor the moisture content of the air stream at pressure. A timing device within the microprocessor control unit (a) is activated upon start-up to allow the moisture sensor to stabilize. This time cycle is operative for 8 to 15 minutes. During this cycle, the cartridge "ok" green light (d) will be flashing. Once the stabilization period is complete, the applicable status light for the moisture level will illuminate.

Status Light Conditions:

Cartridge "OK" Green Light (d): This light will remain illuminated as long as the moisture level in the air stream is within pre-set limits. This light flashes during the initial stabilization cycle.

Cartridge Life Warning Yellow Light (e): This light will illuminate when the moisture level in the air stream approaches the pre-set limit. During this time, approximately one hour duration, the air quality is within acceptable levels.

Cartridge Expired Red Warning Light (f): This light will illuminate with the moisture level in the air stream exceeds the pre-set limit. The compressor unit shuts down under this condition.

Adjustable Timed Cycles and Moisture Limits: All timed cycles and moisture limits which are not specified will be factory pre-set as follows:

- 15 minutes for initial moisture probe stabilization.
- The air stream moisture limit will be preset at -65 degrees F atmospheric dew-point (24ppm water vapor content) in accordance with recommendations by NFPA 1500. Other dew-point limits can be set provided that the following are known:
 - Operating Pressure.
 - Mean ambient temperature.

2. Acceptable Model: MAKO Model 5407HBA-D.

ITEM #2: BREATHING AIR COMPRESSOR - STATIONARY SPECIFICATIONS

1. The entire breathing air module shall be integrated into a single, free-standing unit third party certified to meet cTUVus standards. The outer frame shall be of heavy-duty construction consisting of welded two inch square tube. To minimize radiant sound level the enclosure shall contain sound absorbing material.

The unit shall be designed to allow installation flush against a wall without inhibiting cooling air flow or maintenance access. The complete system shall not exceed the following dimensions:

31 ¼" (W) X 42" (D) X 66" (H)

The breathing air module shall be factory assembled and tested to assure quality and reliability. The system scope of supply shall be housed within the confines of the sheet metal enclosure; to include: UL listed electrical panel, purification system, muffler reservoir and pressure bearing components as follows:

A. COMPRESSOR: The compressor block shall be four stage, air cooled, pressure oil lubricated of "V" configuration and rated for continuous duty at 6000 psig with a charging rate of 14.0 cfm. Compressor systems requiring auxiliary cooling fans or cool down cycles shall not be acceptable. The crankcase shall be of all cast iron construction, fully enclosed and support an iron crankshaft with oversized ball bearings on each end. Only two connecting rods shall be utilized. Each connecting rod shall be equipped with needle bearings on each end for long life. All pistons shall be of the captive design, manufactured of aluminum or steel and incorporate rings on all stages. Cylinders shall be of aluminum or cast iron construction with deep cooling fins to provide maximum heat dissipation. The compressor flywheel shall incorporate a high velocity fan to remove heat from the compressor. Cooling air flow from the fan shall be a minimum of 3000 cfm. Individually mounted intercoolers shall be utilized after each stage of compression and the after-cooler shall be designed to deliver final air at a temperature not to exceed 21 degrees F above ambient. Suction and delivery valves shall be designed in such a manner that they can be replaced without replacing the entire assembly. Valve inspection covers are to be provided on the first and second stage cylinders. Relief valves shall be utilized after each stage of compression. The pressure lubrication system shall include an oil pump to supply metered quantities of lubricant directly to the fourth stage piston through a regulator and replaceable spin-off type, full flow filter. The oil pump shall be directly driven off of the crankshaft. Belt driven pumps shall not be acceptable. An oil level sight glass shall be provided for checking the crankcase oil level. An automatic drain system shall be supplied to periodically discharge accumulated condensation during operation and whenever the unit shuts down. The compressor manufacturer shall have an ISO 9001 quality management systems standard approval on the design and manufacture process.

B. COMPRESSOR ENCLOSURE: The breathing air module shall be fully enclosed with solid steel panels, minimum thickness 14 gauge. All sections of the compressor enclosure shall be lined with sound absorbing material. An air ducting system that allows against-the-wall installation by drawing cooling air from below the unit and directing it upwards and away from the operator and control panel shall be provided. Insulated and gasketed maintenance access doors equipped with quarter turn latches shall be located on both sides and in front of the compressor system. These latches shall be designed to draw the access doors into the frame opening. Male-female hinges on side doors shall be used to allow their fast and easy removal without requiring hand tools. The underside of the cabinet shall be grated to prevent debris from entering the compressor compartment.

C. AUTO DRAIN MUFFLER/RESERVOIR: An automatic drain muffler/reservoir system manufactured of 14 gauge steel shall be incorporated into the package. The reservoir shall be designed to capture discharged condensation without the need for piping to the outside and to reduce the discharge noise level. A conveniently located valve shall be supplied on the outside of the cabinet to periodically drain the condensate accumulated in the muffler/reservoir at atmospheric pressure.

D. ELECTRIC MOTOR: NEMA designed B, 2-pole, 10 horsepower, open drip proof motor shall be furnished for 3 phase, 60 hertz, 230 volts. The motor shall be suspended underneath the compressor base-plate. This base-plate shall incorporate rubber shock mounts, which isolates vibration from the rest of the cabinet. The V-belt drive shall be guarded to meet OSHA requirements.

E. PURIFICATION SYSTEM: The purification system and replacement filter cartridges shall be manufactured by the same company as the compressor package. The system shall be a multi-chamber arrangement each constructed of 7075T6 aluminum alloy with a tensile strength of 83,000 psi and designed for 6000 psi working pressure with a 4 to 1 safety factor. The first chamber shall be a mechanical separator to eliminate oil and water. Subsequent chambers shall utilize replaceable filter cartridges constructed of high-strength, non-corrosive FDA grade polycarbonate plastic. Non-corrosive stainless steel springs and spin welded end caps shall be incorporated within the cartridge boundary. The cartridge shall be designed to remove water vapor, hydrocarbons, noxious gases, taste and odors. Systems requiring depressurization to check filter condition shall not be acceptable. Carbon monoxide shall also be eliminated by catalytic oxidation. The purification system shall process 96,760 cf (with a 70 degree F inlet temperature) before cartridge replacement. The air delivered shall meet CGA grade "D" and "E" and NFPA 1989 (2008 edition) air quality standards.

F. CONTROL SYSTEM: The unit shall include all necessary controls to assure efficient operation and monitor compressor performance. All necessary electric motor controls shall also be included and rated for NEMA class 12. As a minimum, the control system shall include the following:

- Air pressure switch to automatically start and stop the unit in order to maintain system pressure.
- High air temperature shutdown.
- Direct online IEC starter package with a 24 volt control voltage.
- PLC controller.
- Illuminated power "on" switch.
- Independent "start" and "stop" push button switches.
- Emergency stop button.
- Low oil pressure switch.

G. INSTRUMENTATION: The unit shall include all necessary gauges and lights necessary to indicate all normal and shutdown conditions. All gauges, lights and indicators shall be mounted on a steel control panel centrally located on the front of the unit and also within the cabinet. As a minimum, the instrumentation panels shall include the following:

- Compressor interstage and final air pressure gauges.
- Hour meter.
- High air pressure shutdown light.
- High air temperature shutdown light.
- Low oil pressure light.

H. CARBON MONOXIDE MONITORING SYSTEM: The CO monitor shall be mounted on the separate wall mount operations panel.

- Shall be piped into the air flow downstream of the purification system.
- Shall be tamper-resistant requiring a keystroke sequence to access monitor controls.
- Must have a warning light, audible alarm & shutdown for high concentrations of CO.
- Shall reliably detect CO concentrations from 0 to 10 ppm. A digital readout shall continuously indicate the amount of CO in the compressed breathing air.

- Must be capable of adjustment at any point on the monitor between 5 to 10 ppm for shutdown.
- The unit shall automatically go through the calibration process every 90 seconds.
- Calibration kit with 20 ppm CO is to be provided. Additionally, a cylinder with 0 ppm of CO shall be provided to conveniently and accurately calibrate the monitor.
- The system shall come complete with solenoids to control system calibration.

I. MOISTURE MONITOR (CARTRIDGE MONITORING SYSTEM): The cartridge monitoring system shall be mounted on the compressor operations panel. The system is designed to monitor the quality of air being discharged after the compressor's purification systems. The system continuously evaluates the moisture content of the purified air and also confirms the presence of the cartridge filter in the purification chamber. The complete system consists of the following:

- Moisture monitor probe.
- Photo cell cartridge detection sensor.
- Microprocessor control unit.
- Cartridge "ok" green light.
- Cartridge life warning light.
- Cartridge expired red warning and compressor shutdown.
- Install filter text message.

The cartridge monitoring system operating procedure is as follows:

Cartridge Detection: In the event that a cartridge filter is not installed in the purification chamber, a text message will be displayed and the compressor will not start. This same condition will also occur in the event that any electrical connections in the system are faulty or otherwise not made. Note that mechanical devices, which could be subjected to corrosion, are not utilized.

Moisture Monitor: Upon start-up of the compressor, the moisture monitor probe (a) will continuously monitor the moisture content of the air stream at pressure. A timing device within the microprocessor control unit (a) is activated upon start-up to allow the moisture sensor to stabilize. This time cycle is operative for 8 to 15 minutes. During this cycle, the cartridge "ok" green light (d) will be flashing. Once the stabilization period is complete, the applicable status light for the moisture level will illuminate.

Status Light Conditions:

Cartridge "OK" Green Light (d): This light will remain illuminated as long as the moisture level in the air stream is within pre-set limits. This light flashes during the initial stabilization cycle.

Cartridge Life Warning Yellow Light (e): This light will illuminate when the moisture level in the air stream approaches the pre-set limit. During this time, approximately one hour duration, the air quality is within acceptable levels.

Cartridge Expired Red Warning Light (f): This light will illuminate with the moisture level in the air stream exceeds the pre-set limit. The compressor unit shuts down under this condition.

Adjustable Timed Cycles and Moisture Limits: All timed cycles and moisture limits which are not specified will be factory pre-set as follows:

- 15 minutes for initial moisture probe stabilization.
- The air stream moisture limit will be preset at -65 degrees F atmospheric dew-point (24ppm water vapor content) in accordance with recommendations by

NFPA 1500. Other dew-point limits can be set provided that the following are known:

- Operating Pressure.
- Mean ambient temperature.

2. Acceptable Model: MAKO Model BAM06H.

ITEM #3: ENCLOSED CONTAINMENT FILL STATION SPECIFICATIONS

1. The fill station shall be designed for stationary applications. The unit shall be totally enclosed, constructed of 3/16 inch plate steel and designed to contain a self contained breathing apparatus (SCBA) cylinder and metal fragments in the event of rupture during the filling process. The fill station shall be designed to vent rapidly expanding air away from the operator.
2. The fill station shall be ergonomically designed to allow the filling of two (2) SCBA bottles either separately or simultaneously. The maximum length of the SCBA bottle with the valve and fill adapter shall be 29 inches. Access to the enclosure for loading the SCBA cylinder shall be via a manually operated, tilt door. The fill station door shall be provided with assisting devices to assure smooth operation and reduce operator fatigue. The fill station door shall be constructed of 3/16 inch plate steel. The SCBA cradle shall contain two (2) fill positions. Each fill position shall be lined with material to protect each SCBA cylinder from abrasion. The carriage shall be mounted on a pivoting system that will lower the cylinders to a near horizontal position and allow full access to all SCBA bottles, fill hoses and valve assemblies with minimal operator fatigue.
3. To ensure operator protection, a fully automatic safety interlock that prevents SCBA cylinder filling until the door is completely closed shall be provided. Two (2) fill hoses with SCBA adapters shall be provided and located within the enclosure.
4. The fill station shall be designed to fill the SCBA cylinders within the fill station boundary. The control panel shall include a 0 to 6000 psi adjustable regulator, regulated outlet pressure gauge, one (1) SCBA fill valve and bottle pressure gauge.
5. A painted steel fill panel affixed with a silk screen overlay shall be mounted on the front of the unit. The overlay shall contain an embedded airflow schematic. The fill station shall be designed to cascade the air storage system. The control panel shall include pressure gauges and flow control valves for three (3) storage banks. Piping shall be arranged to permit each bank to be filled or drawn down independently of other banks. This allows the operator to draw air from one bank to fill SCBA's, while simultaneously refilling another bank from the compressor. A bypass valve shall be supplied to permit use of the compressor, bypassing the storage system. A regulated auxiliary fill outlet, complete with a valve and high pressure coupler with mate shall be standard.
6. The fill station shall be built and tested to conform to NFPA 1901 and the recommendations in NFPA 1500.
7. Acceptable Model: MAKO Model SCFS2-3HP.

PRICE SCHEDULE

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	2 Each	MAKO Breathing Air Compressor, 6000 PSI, Engine Driven, Mobile, Model # 5407HBA-D
Price: \$ <u>39,090</u> Each		\$ <u>78,180</u> Total
Manufacturer & Model No.: <u>Mako Model 5407HBA-D</u>		
Warranty: <u>one year parts & labor</u>		
Delivery: Delivery will be made within <u>84</u> calendar days after issuance of purchase order.		

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	2 Each	MAKO Breathing Air Compressor, 6000 PSI, Stationary Breathing Air Module Model # BAM06H
Price: \$ <u>23,800</u> Each		\$ <u>47,600</u> Total
Manufacturer & Model No.: <u>Mako Model BAM06HE3</u>		
Warranty: <u>one year parts & labor</u>		
Delivery: Delivery will be made within <u>56</u> calendar days after issuance of purchase order.		

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	1 Each	MAKO Enclosed Containment Fill Station Model # SCFS2-3HP
Price: \$ <u>6,640</u> Each		\$ <u>6,640</u> Total
Manufacturer & Model No.: <u>Mako Model SCFS2-3HP</u>		
Warranty: <u>one year parts & labor</u>		
Delivery: Delivery will be made within <u>56</u> calendar days after issuance of purchase order.		

LESS TRADE-IN UNITS:

One (1) Mako, Year 1992, 5407HBA-D, 6000 PSI

\$ 1,200

One (1) Bauer, Year 1989, M-E3, 5000 PSI, 7.5 cfm

\$ 1,500

Statement:

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

IMPORTANT MAILING INSTRUCTIONS:

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

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

MARK ENVELOPE: "BID FOR BREATHING COMPRESSION AND FILL STATION"
BIDS TO BE OPENED: 2:00 P.M., APRIL 7, 2009
BID NO. 09-077-CC

REMARKS: