



Amendment No. 3  
to  
Contract No. GA190000066  
for  
Water and Technical Rescue Items  
between  
Rescuegear, Inc. D/B/A Rescuegear  
and the  
City of Austin, Texas

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 23, 2023 to August 22, 2024.
- 2.0 By signing this Amendment, the City certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

*Jo Gutierrez*  
DN: cn=Jo Gutierrez, o=City of Austin, ou=Purchasing Office, email=jo.gutierrez@austintexas.gov, c=US  
Date: 2023.05.31 15:49:00 -05'00'

Jo Gutierrez, Procurement Specialist IV  
City of Austin



Amendment No. 2  
to  
Contract No. MA 8300 GA190000066  
for  
Water and Technical Rescue Items  
between  
Rescuegear, Inc. D/B/A Rescuegear  
and the  
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to revise pricing in accordance with Section 12, Economic Price Adjustment, of the Supplemental Purchasing Provisions, effective February 21, 2023, and indicated below.

Number	Item	2019 Pricing	% Change	Revised Pricing
4	Part # Classic - Fox 40 Classic Whistle – Neon Yellow	\$4.25	16.47%	\$4.95
5	Part # EV190060 – Evolution Velocity 9, 8mm; Dynamic Rope 60-meter Neon Green	\$233	-15.88%	\$195.99
6	Part # 43000.02 – WRSI Current Helmet S/M RED	\$99.95	-10.29%	\$89.67
7	Part # 43000.02 – WRSI Current Helmet M/L RED	\$99.95	-10.29%	\$89.67
8	Part # 43000.02 – WRSI Current Helmet L/XL RED	\$99.95	-10.29%	\$89.67
9	Part # 50005.01 – NRS Tow Tether 33"	\$29.95	-23.94%	\$22.78
10	Part # 45202.01 – NRS Universal Fins	\$59.95	-25.24%	\$44.82
11	Part # 45107.02 – NRS Guardian Waist Throw Bag, Color: Red	\$79.95	-23.49%	\$61.17
12	Part # 30029.01 – NRS ATB Wet Shoe, Size (all sizes 6 14) – New Part # 30029.02.102	\$69.95	-27.13%	\$50.97
13	Part # 45103.01 – NRS Standard Rescue Throw Bag, Orange 75' REG OPS	\$64.95	-27.84%	\$46.87
14	Part # 40015.02 – NRS Big Water V PFD, Yellow (universal size) REG OPS – New Part # 40015.03.102	\$129.95	-25.99%	\$96.17
15	Part # 42604.01 – NRS Havoc Livery Helmet, Yellow (universal) REG OPS	\$44.95	-21.07%	\$35.48

16	Part # 430301, 430302, 430303 – Rope Bag #3 2150 Cu In Capacity (29L) (Orange, Blue, Red)	\$89	-4.94%	\$84.60
17	Part # 293083 – Sewn Loop Prusiks 18” Red	\$20	-8.65%	\$18.27
18	Part # 293086 – Sewn Loop Prusiks 25” Green	\$20	-8.65%	\$18.27
19	Part # 294042 – Ultra-Pro 2 Edge Protectors (2-channel)	\$103	-16.41%	\$86.10
20	Part # 346201 – Kask Super Plasma Helmet (Orange)	\$134.95	-18.49%	\$110
21	Part # 346220, 346227, 346000 – Kask Super Plasma Helmet (Hi-Viz, White, Hi-Viz Yellow, Hi-Viz Red)	\$149.95	-9%	\$136.45
22	Part # 25020(2-6) – Rappel Gloves (S-XXL)	\$54	-2.26%	\$52.78
23	Part # 300430 – Single Swivel Pulley	\$145	-19.04%	\$117.39
24	Part # 300432 – Double Swivel Pulley	\$165	-20.03%	\$131.95
31	Part # VIZZ-MPLS-BK – Vizz Tactical MPLS Black color	\$119.99	-27%	\$87.59
32	Part # S5-NY – Sector 5 Neon Yellow color	\$119.99	-27%	\$88.79
33	Part # B0084HE14M – Scuba Max MK-121 Navigator Medium Skirt Max (Black/Black)	\$69	-50%	\$34.50
36	Part # D350125- Gloves – Thermoprene Flex - Large	\$37	-9.95%	\$33.32
39	Part # BD661174BLAKM_L1 – Creek 35 Pack	\$189.95	-24.21%	\$143.96
41	Part # SM20003N – Carabiner SMC Extra Large – Locking D	\$45	-7.56%	\$41.60
42	Part # SM1000001N – Locking Light Steel Carabineer	\$37.50	14.4%	\$42.90
43	Part # SM158000N – SMC Single Prusik Minding Pulley 3”	\$95	-7.74%	\$87.65
44	Part # SM158500N – SMC Double Prusik Minding Pulley 3”	\$141	-7.02%	\$131.10
45	Part # SM130005 – SMC Rigging Plate	\$59	-10.17%	\$53
46	Part # WB590** - 1” tubular webbing, 100 yd (all colors)	\$126	-13.33%	\$109.20
47	Part # RC48010 – PMI Duck Edge Pad, Small 12” x 33”	\$28	20.54%	\$33.75
49	Part # HD26045 – Screw Link Oval 7mm, Galvanized Steel	\$8	-22.63%	\$6.19
50	Part # HD26061 – Screw Link Semi-Circular 9 5mm, GS	\$18.70	-18.72%	\$15.20
51	Part # HD26044 – Screw Link Delta 10mm, Galvanized Steel	\$12.70	-22.20%	\$9.88
52	Part # SM13700 – SMC Micro “U” Rack Stainless Steel W/Bars	\$88	-6.93%	\$81.90
57	Part # RC48022 – PMI SuperMantle 24”	\$29	-24%	\$22.04
58	Part # RR110**046E – 11mm Classic Professional	\$176	-17.61%	\$145

	Rope EZ-Bend 46 m NO tracers (Black, Red or Blue)			
59	Part # SM148100 – SMC Rope Tracker	\$71	-9.92%	\$63.96
60	Part # SG51029 – PMI General Use Anchor Sling, 100cm (3ft)	\$47	-9.04%	\$42.75
61	Part # CC080WC100S – Rope, 8mm Accessory Cord, Multi Color 100-meter spool	\$202	-21.29%	\$159
62	Part # C038BA00 – Falcon Ascent Seat Harness – Size 1	\$199.95	-21.98%	\$156
63	Part # C038BA01 – Falcon Ascent Seat Harness – Size 2	\$199.95	-21.98%	\$156
64	Part # B17ARA – Ascension – Handled rope clamp – right hand	\$87.95	-13.59%	\$76
66	Part # B50A – Rescucender – Rope clamp/grab	\$89.95	-4.39%	\$86
67	Part # C48A - FoolCord	\$39.95	-12.39%	\$35
68	Part # E78CHB 2UL – Pixa 3 Helmet Light	\$59	0.27%	\$59.16
69	Part # E78002 – Rubber headband for PIXA headlamp	\$19.95	-24.01%	\$15.16
70	Part # C081CA00 – Top Croll “L” Chest Harness for the Falcon Ascent	\$169.95	-12.33%	\$149
71	Part # B071BA00 – ASAP Lock	\$289.95	-17.57%	\$239
73	Part # M53 B – Non-Locking Carabiner	\$10.95	-25.02%	\$8.21
74	Part # M72A TL – Petzl OXAN Triact Carabiner	\$24.95	-23.85%	\$19
75	Part # M33A TL – Petzl OK Triact Carabiner	\$18.95	-18.21%	\$15.50
76	Part # M34A RL – Petzl AMD Twistlock-Sport	\$20.95	-9.31%	\$19
77	Part # M73-TL – Vulcan Triact	\$44.95	-19.91%	\$36
79	Part # 850-0361-A – SOLA 2500 Dive Light	\$599.95	-25%	\$449.96
80	Part # APO332F – XTX 50 regulators- Yoke- 1 <sup>st</sup> and 2 <sup>nd</sup> stage	\$599	-18.86%	\$486
82	Part # FA2480101M – Fins – RK3’s	\$160	-32.5%	\$108
83	Part # QB50Z – AquaLock quickdry boots – 5mm	\$114	-28.22%	\$81.83
84	Part # QH30N – Hood – AquaLock Bibbed hood 3mm	\$85.95	-30.13%	\$60.05
86	Part # 04-0630-00 – Dive Mask, Frameless 2 - Black	\$109.95	-4.54%	\$104.96
87	Part # 13003 – Perdix Dive Computer	\$935	-14.52%	\$799.20
88	Part # AL80BNC – 80 Cubic Ft Scuba Cylinder	\$189	63.36%	\$308.75
89	Part # AL19YL – 19 Cubic Fy Scuba Cylinder	\$139.95	60.53%	\$224.66

- 2.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:



2/24/23

Print Name: Jamie Lofton  
Authorized Representative

Rescuegear Inc. D/B/A Rescuegear  
5909 Burnett Road  
Austin, TX 78757

Signature & Date:

**Marian Moore**

Digitally signed by Marian Moore  
Date: 2023.02.27 14:27:27 -06'00'

Marian Moore, Procurement Supervisor  
City of Austin



Amendment No. 1  
to  
Contract No. GA190000066  
for  
Water and Technical Rescue Items  
between  
Rescuegear, Inc.  
Dba Rescuegear  
and the  
City of Austin, Texas

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 23, 2022 to August 22, 2023.

The total contract amount is increased by \$205,500.

- 2.0 By signing this Amendment, the City certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

**Marian Moore**  
Digitally signed by Marian  
Moore  
Date: 2022.09.09 08:33:12  
-05'00'

Marian Moore, Procurement Supervisor  
City of Austin



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID (IFB)**  
**OFFER AND ACCEPTANCE SHEET**

**SOLICITATION NO:** IFB 8300 BRS1004

**DATE ISSUED:** April 22, 2019

**REQUISITION NO.:** 19021900314

**COMMODITY CODE:** 34072

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

Bridney Stewart  
Procurement Specialist II  
Phone: (512) 974-3127  
E-Mail: [bridney.stewart@austintexas.gov](mailto:bridney.stewart@austintexas.gov)

Marian Moore  
Procurement Specialist IV  
Phone: (512) 974-2062  
E-Mail: [marian.moore@austintexas.gov](mailto:marian.moore@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Water & Technical Rescue  
Equipment

**PRE-BID CONFERENCE TIME AND DATE:** 10:00 A.M. CST on May  
6, 2019

**LOCATION:** 4201 Ed Bluestein Blvd Austin, TX 78721 EMS  
Conference Room 103

**BID DUE PRIOR TO:** 2:00 P.M. CST on May 14, 2019

**BID OPENING TIME AND DATE:** 3:00 P.M. CST on May 14, 2019

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select  
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 8300 BRS1004	Purchasing Office-Response Enclosed for Solicitation # IFB 8300 BRS1004
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	SCOPE OF WORK	1
0600	BID SHEET – Must be completed and returned with Offer	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete & return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete & return if applicable	3

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: RescueGear, Inc.  
Company Address: 5909 Burnet Rd  
City, State, Zip: Austin, TX 78757  
Vendor Registration No. V00000926796  
Printed Name of Officer or Authorized Representative: Jamie Lofton  
Title: Officer/Manager  
Signature of Officer or Authorized Representative:   
Date: 5/14/2019  
Email Address: jamie@rescuegear.com  
Phone Number: 800-321-8022

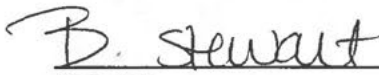
(\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

**ACCEPTANCE:**

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. MA 6A190000066.

**CITY OF AUSTIN**

Awarded this 23<sup>rd</sup> day of August, 2019

  
Signature

Bridney Stewart Procurement specialist II  
Printed Name and Title of Authorized Person

8/23/19  
Date

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	RescueGear, Inc.	
Physical Address	5909 Burnet rd Austin, TX 78757	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input type="radio"/> Yes	<input checked="" type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**Responding Company Name RescueGear, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

- |                           |  |
|---------------------------|--|
| 1. Company's Name         | <u>State of Texas - Texas Game Wardens</u>     |
| Name and Title of Contact | <u>Major Jason Davis</u>                       |
| Project Name              | <u>Water Safety Equipment &amp; Supplies</u>   |
| Present Address           | <u>4200 Smith School Road</u>                  |
| City, State, Zip Code     | <u>Austin TX 78744</u>                         |
| Telephone Number          | <u>(830) 857-5067</u> Fax Number ( )           |
| Email Address             | <u>jason.davis@tpwd.texas.gov</u>              |
| 2. Company's Name         | <u>City of Houston - Fire department</u>       |
| Name and Title of Contact | <u>Tomeka Richard - Procurement sepcialist</u> |
| Project Name              | <u>Emergency Water Rescue Equipment</u>        |
| Present Address           | <u>PO box 1562</u>                             |
| City, State, Zip Code     | <u>Houston, TX 77251</u>                       |
| Telephone Number          | <u>(832) 393-9126</u> Fax Number ( )           |
| Email Address             | <u>tomeka.richard@houstontx.gov</u>            |
| 3. Company's Name         | <u>City of Grand Prairie - Fire department</u> |
| Name and Title of Contact | <u>Daniel Baeza - purchasing agent</u>         |
| Project Name              | <u>Rescue Dive Gear</u>                        |
| Present Address           | <u>326 wet main street</u>                     |
| City, State, Zip Code     | <u>Grand Prairie, TX 75050</u>                 |
| Telephone Number          | <u>(972) 237-4542</u> Fax Number ( )           |
| Email Address             | <u>dbaeza@gptx.org</u>                         |

**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 14th day of May, 2019

CONTRACTOR

RescueGear, Inc.

Authorized Signature



Title

Manager / Officer

**Section 0835: Non-Resident Bidder Provisions**

Company Name Rescue Gear, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 8300 BRS1004  
SOLICITATION TITLE: Water and Technical Rescue Equipment

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	RescueGear, Inc.		
City Vendor ID Code	V00000926796		
Physical Address	5909 Burnet Rd		
City, State Zip	Austin, TX 78757		
Phone Number	800-321-8022	Email Address	jamie@rescuegear.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p><b>Offeror Certification:</b> I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed <b>Subcontracting/Sub-Consulting Utilization Form</b>, and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b>, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the <b>Request For Change</b> form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <p><u>Jamie Lofton - Officer/Manager</u></p> <p>Name and Title of Authorized Representative (Print or Type)</p> </div> <div style="width: 40%; text-align: center;">   <p>5/14/2019</p> <p>Signature/Date</p> </div> </div>			

**Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 8300 BRS1004  
SOLICITATION TITLE: Water and Technical Rescue Equipment

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST –**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 8300 BRS1004 SOLICITATION TITLE: Water and Technical Rescue Equipment
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- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
  
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 8300 BRS1004  
SOLICITATION TITLE: Water and Technical Rescue Equipment

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> E-mail	

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor

\_\_\_\_\_  
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee

\_\_\_\_\_  
Date



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS  
WATER AND TECHNICAL RESCUE EQUIPMENT**

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**Solicitation: IFB 8300 BRS1004**

**Addendum No: 1**

**Date of Addendum: May 10, 2019**

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

**1. Changes to the Solicitation due dates as follows:**

- 1.1 BID DUE PRIOR TO time and date is changed to 2:00 P.M. CST on May 21, 2019
- 1.2 BID OPENING TIME AND DATE is changed to 3:00 P.M. CST on May 21, 2019

**2. Questions and Answers:**

- (Q1) What is the intent of the non-specified item section on the bid sheet? How do we bid on it?  
(A1) *Occasionally, the City of Austin may have need for item(s) that is/are not specified on the bid sheet but is/are from a specified manufacturer. Providing a pricing structure from a manufacturer's price sheet or catalog provides the City with access to those unspecified items through the contract agreement. Pricing is typically quoted as a discount off the manufacturer's (MSRP) suggested retail price.*
- (Q2) Part number 45107.01 does not exist. Could you please advise on the correct one?  
(A2) *The part number 45107.01 has been revised on the updated bid sheet (Section 0600 – Bid Sheet v.2 dated 05/10/19). Line Item 11 now refers to part number 45107.02.*
- (Q3) In section "E" of the bid sheet, the description I see for all of the line items says "WRSI Current Helmet S/M Red" Is it possible to get the actual descriptions of the item so that we can know what sizes/colors to bid?  
(A3) *The bid sheet has been revised to reflect correct descriptions for Section E: NRS (Section 0600 – Bid Sheet v.2 dated 05/10/19).*

**3. Bid Sheet Revision:**

- 3.1 The Solicitation's Section 0600 - Bid Sheet has been replaced in its entirety by Section 0600 – Bid Sheet v.2 dated 05/10/19. Respondents to the solicitation must use the updated bid sheet when submitting their response.

**4. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

Jamie Lofton  
Name

Jamie Lofton  
Authorized Signature

5/16/19  
Date

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
WATER AND TECHNICAL RESCUE EQUIPMENT**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be emailed to [bridney.stewart@austintexas.gov](mailto:bridney.stewart@austintexas.gov) by ten (10) days prior to the solicitation due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
WATER AND TECHNICAL RESCUE EQUIPMENT**

- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Note: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance do not apply. Offerors shall indicate the planned method of shipment on Solicitation's Section 0600 – Bid Sheet.

3. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS:**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
WATER AND TECHNICAL RESCUE EQUIPMENT**

Location:

AFD Headquarters

Dock F

4201 Ed Bluestein Blvd

Austin, Texas 78721

Days:

Monday – Friday, 8 AM – 4 PM

- A. Delivery is to be made within fourteen (14) business days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

**6. INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Fire Department
Attn:	Accounts Payable
Address	4201 Ed Bluestein Blvd
City, State Zip Code	Austin, Texas 78721

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**7. RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

**8. SAMPLES – EXACT REPLICA:**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
WATER AND TECHNICAL RESCUE EQUIPMENT**

- A. If requested, the Offeror shall submit an exact replica of the goods to be provided per specification. This sample shall be provided within five (5) working days after request by the City.
- B. Send samples to the City at the following address:

City of Austin	
Department	Austin Fire Department
Address	4201 Ed Bluestein Blvd
City, State Zip Code	Austin, Texas 78721
Attn:	Karen Bitzer

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

**9. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
- Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer or within three (3) business days of the City's request. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**10. WORKPLACE CONDITIONS CODE ("CODE"):**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
WATER AND TECHNICAL RESCUE EQUIPMENT**

- A. The Austin City Council adopted Ordinance No. 20070621-152 on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.
- B. In this code:
- i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City, and shall be construed to incorporate the definition of Contract in the City's Standard Purchase Definitions.
  - ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.
  - iii. Worker means:
    - (1) any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;
    - (2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
    - (3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.
- C. **Prohibition of Sweatshop Conditions:** A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.
- D. **Compliance with All Laws:** A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- E. **Harassment and Abuse:** A Vendor shall not engage in behavior that harasses or abuses a worker in a physical, sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.
- F. **Discrimination:** A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- G. **Exposure to Toxins:** A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
- H. **Wages:** A Vendor shall pay wages that comply with the Living Wages Provision contained in this Solicitation.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
WATER AND TECHNICAL RESCUE EQUIPMENT**

- I. **Wage and Hour Records:** Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- J. **Working Hours:** A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.
- K. **Overtime Compensation:** A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- L. **Termination:** A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- M. **Closure to Avoid Compliance:** A vendor may not close or reduce orders for a production facility:
  - i. as a punitive measure against workers for exercising their right to freedom of association; or
  - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.
- N. **Vendor Recordkeeping Requirements:**
  - i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
  - ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
    - (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
      - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
      - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
    - (2) An agreement in which the Contractor commits to the following:
      - (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
      - (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
      - (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
    - (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
    - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
  - iii. Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
  - iv. Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its

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Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.

- v. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
  - vi. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
- O. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
- P. **Enforcement; Penalties:**
- i. **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
  - ii. **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
  - iii. **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
  - iv. **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
  - v. **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
    - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
    - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
    - (3) re-instating a worker who has been dismissed in violation of the law.
  - vi. **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
  - vii. **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.

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- viii. **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.
- ix. **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.
- x. **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

**11. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: [https://assets.austintexas.gov/purchase/downloads/New\\_ALO\\_Ordinance\\_No\\_20180614-056.pdf](https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) and is also included in the Solicitation, Section 0200 V2, Solicitation Instructions June 26, 2018.

**12. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).

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- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
  - (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: pcu3391133391136	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Personal industrial and nonindustrial safety equipment and clothing	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

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Karen Bitzer

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Karen.Bitzer@austintexas.gov

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512-974-4131

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN  
SCOPE OF WORK  
WATER AND TECHNICAL RESCUE EQUIPMENT  
SOLICITATION NO.: IFB 8300 BRS1004**

**1.0 PURPOSE**

The City of Austin ("City") seeks to establish a contract with a qualified Contractor for the purchase of apparel, gear, repairs, and preventative maintenance needed for various technical rescue circumstances used by the City of Austin Fire Department ("Fire").

A successful Bidder will be awarded either the entire contract, the majority of the contract, or select line items.

**2.0 BACKGROUND**

The apparel and equipment from this contract will be used by specialized units and/or Firefighters to perform rescues in various situations such as, but not limited to: flash floods, industrial accidents or accidents on hike & bike trails, caves, or on the lake. Deliveries will be made to the Special Operations location 4305 Airport Blvd Austin, TX 78722 or the Central location 4201 Ed Bluestein Blvd Austin, TX 78721.

**3.0 SPECIFICATIONS**

The City requires the items identified on the attached bid sheet. The items listed are brand specific to meet regional interoperability needs in accordance with the Regional Standardization of Equipment and Training (ReSET), a subcommittee of Regional Response under the Homeland Security Task Force of the Capital Area Council of Government.



**BID SHEET v.2 05/10/19**  
**CITY OF AUSTIN**  
**WATER AND TECHNICAL RESCUE EQUIPMENT**

**SOLICITATION NO.** IFB 8308 BRS 1064  
**BUYER** Bridney Stewart

**Special Instructions:** Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed; actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**CATEGORY 1 - SPECIFIED ITEMS**

**Section A: Mustang Survival**

Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Unit Price	% Discount off Price List	Discounted Unit Price Offered to City	Extended Total
1	MSD576	Water Rescue Dry Suit (M- XXL)	EA	15	\$1,417.74	31%	977	\$14,655.00
2	MRV170	Rescue Swimmer Vest	EA	15	\$373.00	40%	224	\$3,360.00
3	MRV 150	Mustang Survival Universal Swift Water Vest, Type V	EA	30	\$260.00	36%	165	\$4,950.00

**Section B: FOX 40**

Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
4	Classic	Fox 40 Classic Whistle-Neon Yellow	EA	50	\$6.95	36%	4.25	\$212.50

**Section C: Sterling Rope**

Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
5	EV190060	Evolution Velocity 9.8mm, Dynamic Rope 60 meter Neon Green	EA	3	\$233.00	20%	187	\$561.00

**Section D: WRSI/NRS**

Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
6	43000 02	WRSI Current Helmet S/M RED	EA	20	\$99.95	31%	68	\$1,360.00
7	43000 02	WRSI Current Helmet M/L RED	EA	20	\$99.95	31%	68	\$1,360.00
8	43000 02	WRSI Current Helmet L/XL RED	EA	20	\$99.95	31%	68	\$1,360.00

**Section E: NRS**

Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
9	50005 01	NRS Tow Tether 33"	EA	30	\$29.95	33%	20	\$600.00
10	45202 01	NRS Universal Fins	EA	30	\$59.95	31%	41	\$1,230.00
11	45107 02	NRS Guardian Waist Throw Bag, Color: Red	EA	30	\$79.95	32%	54	\$1,620.00
12	30029 01	NRS ATB Wet shoe, Size (all sizes 6 - 14)	EA	40	\$69.95	32%	47	\$1,880.00
13	45103 01	NRS Standard Rescue Throw Bag, orange 75' REG OPS	EA	100	\$64.95	33%	43	\$4,300.00
14	40015 02	NRS Big Water V PFD, yellow (universal size) REG OPS	EA	100	\$129.95	35%	84	\$8,400.00

15	42604 01	NRS Havoc Livery Helmet, Yellow (universal) REG OPS	EA	100	\$44 95	33%	30	\$3 000 00
<b>Section F: CMC Rescue</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
16	430301, 430302, 430303	Rope Bag #3 2150 Cu In Capacity (29L) (Orange, Blue, Red)	EA	16	\$89 00	10%	80	\$1,280 00
17	293083	Sewn Loop Prusaks 18" Red	EA	80	\$20 00	15%	17	\$1 020 00
18	293086	Sewn Loop Prusaks 25" Green	EA	90	\$20 00	13%	17	\$1 530 00
19	294042	Ultra-Pro 2 Edge Protectors (2-channel)	EA	4	\$103 00	18%	89	\$356 00
20	346201	Kask Super Plasma Helmet (Orange)	EA	12	\$134 95	21%	110	\$1 320 00
21	346220, 346227, 346000	Kask Super Plasma Helmet (Hi-Viz White, Hi-Viz Yellow, Hi-Viz Red)	EA	48	\$140 95	9%	118	\$5 664 00
22	25020(2-6)	Rappel Gloves (S-XXL)	EA	75	\$54 00	9%	49	\$3 675 00
23	300430	Single Swivel Pulley	EA	12	\$145 00	9%	131	\$1 572 00
24	300432	Double Swivel Pulley	EA	12	\$165 00	35%	149	\$1 788 00
<b>Section G: Deep See</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
25	DES-100346(3-B)	Deep See 3mm High Value Full Wetsuit (sizes S-XXXL)	EA	40	\$150 00	35%	97	\$3 880 00
26	DES-D48151	Deep See EZ Lock Titanium	EA	80	\$62 90	33%	42	\$3 380 00
<b>Section H: Rescue Source</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
27	BG3500	RQ3 PPE Equipment Duffel	EA	40	NO BID			
<b>Section I: Cytuma</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
28	9-08012	6" Snaplight 12 hour RED (100-Pack)	EA	5	\$111 00	10%	\$99 90	\$499 50
29	9-08011	6" Snaplight 22 hour GREEN (100-Pack)	EA	5	NO BID			
<b>Section J: Princeton Tec</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
30	LG350-NY	League 350- Neon Yellow color	EA	80	\$49 99	27%	36	\$2 880 00
31	VIZZ-MPLS-BK	Vizz Tactical MPLS Black color	EA	80	\$119 99	27%	87	\$6 960 00
32	65-NY	Sector 5 Neon Yellow color	EA	10	\$111 99	26%	82	\$820 00
<b>Section K: Scuba Max</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
33	B0084HE14M	Scuba Max MK-121 Navigator Medium Skirt Max (Black/Black)	EA	30	\$69 00	50%	34	\$1 020 00
<b>Section L: Aqua Lung</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
34	DR11109113	Fusion Builet Drysuit with Aircore and oval SLT seals	EA	2	\$2 349 00	38%	1500	\$3 000 00
35	GL1270101L	Gloves - Velocity- Large	EA	6	\$37 00	32%	25	\$150 00

36	D350125	Gloves- Thermoprene Flex - Large	EA	6	\$37 00	32%	25	\$150 00
37	736930	Aqua Lung Military Snorkel	EA	30	\$16 00	25%	12	\$360 00
<b>Section M: Ferno</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
38	M71	Ferno	EA	3	NO BID			
<b>Section N: Black Diamond</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
39	BD681174BLAKM_L1	Creek 35 Pack	EA	40	\$189 95	28%	135	\$5 400 00
<b>Section O: Liberty Mountain</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
40	145359	Hansen Rope Bag, Assorted Colors	EA	40	No bid			
<b>Section P: PMI</b>								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
41	SM20003N	Carabiner SMC Extra Large- Locking D	EA	20	\$45 00	20%	36	\$720 00
42	SM100001N	Locking Light Steel Carabiner	EA	50	\$37 50	22%	29	\$1 450 00
43	SM158000N	SMC Single Prusik Minding Pulley 3"	EA	12	\$95 00	21%	75	\$900 00
44	SM158500N	SMC Double Prusik Minding Pulley 3"	EA	12	\$141 00	21%	111	\$1 332 00
45	SM130005	SMC Rogging Plate	EA	6	\$59 00	22%	46	\$276 00
46	WB590**	1" tubular webbing, 100 yd (all colors)	EA	18	\$126 00	22%	98	\$1 764 00
47	RC48010	PMI Duck Edge Pad, Small 12" X 33"	EA	6	\$28 00	25%	21	\$126 00
48	RC48026	Canvas Rope Pad 30" X 34"	EA	6	\$42 00	26%	31	\$186 00
49	HD26045	Screw Link Oval 7mm, Galvanized Steel	EA	100	\$8 00	21%	6 25	\$625 00
50	HD26061	Screw Link Semi-Circular 9.5mm, GS	EA	40	\$18 70	22%	14 5	\$580 00
51	HD26044	Screw Link Delta 10mm, Galvanized Steel	EA	40	\$12 20	22%	9 5	\$380 00
52	SM13700	SMC Micro "U" Rack Stainless Steel W/Bars	EA	40	\$88 00	22%	88	\$2 720 00
53	RR125RW061E	12.5mm Classic Rope red/white EZ-Bend 61 meters	EA	6	\$269 00	26%	199	\$1 194 00
54	RR125OW061E	12.5mm Classic Rope orange/white EZ-Bend 61 meters	EA	6	\$269 00	26%	199	\$1 194 00
55	RR125BW061E	12.5mm Classic Rope blue/white EZ-Bend 61 meters	EA	6	\$269 00	26%	199	\$1 194 00
56	RR125YW061E	12.5mm Classic Rope yellow/white EZ-Bend 61 meters	EA	6	\$269 00	26%	199	\$1 194 00
57	RC48022	PMI SuperMantle 24"	EA	6	\$29 00	24%	22	\$132 00
58	RR110**046E	11mm Classic Professional Rope EZ-Bend 46 m NO tracers(Black, Red or Blue)	EA	40	\$176 00	26%	130	\$5 200 00
59	SM148100	SMC Rope Tracker	EA	8	\$71 00	22%	55	\$440 00
60	SG51029	PMI General Use Anchor Sling, 100cm (3ft)	EA	8	\$47 00	25%	35	\$280 00
61	CC080WC100S	Rope, 8mm Accessory Cord, Multi Color 100 meter spool	EA	3	\$202 00	25%	151	\$453 00

Section Q: Petzl								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
62	C038BA00	Falcon Ascent Seat Harness - Size 1	EA	30	\$199.95	25%	149	\$4,470.00
63	C038BA01	Falcon Ascent Seat Harness - Size 2	EA	30	\$199.95	25%	149	\$4,470.00
64	B17ARA	Ascension - Handled rope clamp - right hand	EA	30	\$87.95	26%	65	\$1,950.00
65	B17ALA	Ascension - Handled rope clamp - left hand	EA	30	\$87.95	26%	65	\$1,950.00
66	B50A	Rescucender - Rope clamp/grab	EA	18	\$89.95	25%	67	\$1,206.00
67	C48A	FootCord	EA	40	\$39.95	26%	29.5	\$1,180.00
68	E76CHB 2UL	Pixa 3 Helmet Light	EA	40	\$59.00	26%	59	\$2,360.00
69	E78002	Rubber headband for Pixa headlamp	EA	40	\$19.95	24%	15	\$600.00
70	C081CA00	Top Croll "L" Chest Harness for the Falcon Ascent	EA	40	\$169.95	25%	127	\$5,080.00
71	B071BA00	ASAP Lock	EA	30	\$289.95	25%	215	\$6,450.00
72	L071CA00	ASAP Sorber Axes	EA	30	\$59.95	24%	45	\$1,350.00
73	M53B	Non Locking Carabiner	EA	30	\$10.95	25%	8.2	\$246.00
74	M72A TL	Petzl OXAN Tract Carabiner	EA	50	\$24.95	25%	18.5	\$925.00
75	M33A TL	Petzl OK Tract Carabiner	EA	50	\$18.95	26%	14	\$700.00
76	M34A RL	Petzl AMD Twistlock-Sport	EA	100	\$20.95	26%	15.5	\$1,550.00
77	M73-TL	Vulcan Tract	EA	24	\$44.95	25%	33.5	\$804.00
Section R: Camelbak								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
78	62608	Camelbak Thermobak 3L Black	EA	30	NO BID			
Section S: Light & Motion								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
79	850-0361-A	SOLA 2500 Dive Light	EA	4	\$599.95	25%	\$449.96	\$1,799.85
Section T: Apeks								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
80	APO332F	XTX 50 regulators- Yoke- 1st and 2nd stage	EA	3	\$599.00	54%	275	\$825.00
81	397094	Bouyancy Control Device- Black Ice M/L	EA	3	\$725.00	49%	365	\$1,095.00
82	397094	Fins - RK3's	EA	2	\$160.00	42%	92	\$184.00
Section U: Henderson								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
83	QB502	AquaLock quick dry boots - 5mm	EA	6	\$114.00	34%	75	\$450.00
84	QH30N	Hood- AquaLock Bibbed hood 3mm	EA	4	\$85.95	34%	56	\$224.00
85	Q851MB	Aqualock Wetsuit - 5mm- large	EA	3	\$486.95	34%	\$321.39	\$964.16

Section V: Atomic								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
86	04-0630-00	Dive Mask - Frameless 2 - Black	EA	2	\$109 95	25%	\$82 46	\$164 93
Section W: Shearwater								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
87	13003	Perdix Dive Computer	EA	3	\$935 00	26%	689	\$2 067 00
Section X: Catalina								
Item No.	Part No.	Item Description	Unit	Est. Annual Quantity	Manufacturer's Price	% Discount off Price List	Discounted Price Offered to City	Extended Total
88	AL508NC	80 Cubic Ft Scuba Cylinder	EA	2	\$189 00	5%	179	\$358 00
89	AL19YL	19 Cubic Ft Scuba Cylinder	EA	1	\$139 95	6%	131	\$131 00
SUBTOTAL FOR CATEGORY 1 =								\$161,426.94

#### CATEGORY 2 - DISCOUNT OFF MANUFACTURER'S PRICE LIST FOR NON-SPECIFIED PRODUCTS

The City may require the Offeror to provide additional products as they relate to this contract. In order to be paid for those additional products, provide manufacturers name and catalog numbers for the additional products you can provide the City. Indicate the minimum percentage discount or maximum markup to costs you can provide the City for these products. The percentage discount(s) or markup(s) listed shall be fixed throughout the term of the Contract including any subsequent renewal periods.

This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase. Please include additional pages as necessary.

LINE NO.	PRICE LIST MANUFACTURER NAME	Estimated Annual Expenditure	Minimum Percent Discount From Price List	Extended Total
2 1	Mustang Survival	\$1 000 00	20%	\$800 00
2 2	Princeton Tec	\$1 000 00	20%	\$800 00
2 3	Camelbak	\$1 000 00		
2 4	WRSI	\$2 000 00	20%	\$1 600 00
2 5	Force 6	\$1 000 00	10%	\$900 00
2 6	Fox 40	\$200 00	15%	\$170 00
2 7	Cylume	\$200 00		
2 8	NRS	\$3 000 00	16%	\$2 520 00
2 9	CMC Rescue	\$20 000 00	5%	\$19 000 00
2 10	Liberty Mountain	\$500 00		
2 11	Pelican	\$2 000 00	10%	\$1 800 00
2 12	Aqua Lung	\$1 000 00	15%	\$850 00
2 13	PMI	\$3 000 00	15%	\$2 550 00
2 14	Petzl	\$3 000 00	15%	\$2 550 00
2 15	Sterling Rope	\$1 000 00	15%	\$850 00
2 16	Speedo	\$1 000 00	5%	\$950 00
2 17	Pro Tec	\$1 000 00	10%	\$900 00
2 18	Rock Exotica	\$500 00	10%	\$450 00

2.19	Scuba Max	\$500.00	20%	\$400.00
2.20	Blue Water Ropes	\$500.00	5%	\$475.00
2.21	SMC	\$3,000.00	15%	\$2,550.00
2.22	Black Diamond	\$1,000.00	15%	\$850.00
2.23	Yates	\$1,000.00	5%	\$950.00
2.24	Streamlight	\$1,000.00		
2.25	Ferno	\$1,000.00		
2.26	Deep Sea	\$2,000.00	15%	\$1,700.00
2.27	Light & Motion	\$1,000.00	5%	\$950.00
2.28	Apeks	\$1,000.00	15%	\$850.00
2.29	Henderson	\$1,000.00	15%	\$850.00
2.30	Atomic	\$1,000.00	15%	\$850.00
2.31	Shearwater	\$1,000.00	15%	\$850.00
2.32	Catalina	\$1,000.00	5%	\$950.00
SUBTOTAL FOR CATEGORY 2 =				\$48,915.00
TOTAL BID (CATEGORY 1 + CATEGORY 2) =				\$210,341.94
OFFEROR'S BEST DELIVERY IS 30 CALENDAR DAYS AFTER RECEIPT OF ORDER				
DELIVERY TERMS DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED				
DELIVERY METHOD Best way: UPS / FedEx / Common Carrier				
COMPANY NAME Rescue Gear				
EMAIL ADDRESS Jamie@RescueGear.com				

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2019-523986

Date Filed:  
07/31/2019

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

RescueGear, Inc  
austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Austin Fire Department

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

MA 8300 GA190000066.  
Rescue and Personal Protection Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**




**6 UNSWORN DECLARATION**

My name is Warren Roseberry and my date of birth is ██████

My address is 5909 Burnet Rd Austin TX 78757 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 31 day of July, 2019  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)