Texas A&M University is seeking this master order for rental of bunker gear for Texas A&M Emergency Services Training Institute (TEEX/ESTI) per the terms, conditions, and specifications listed on Bid B990010.

Vendor Contact: Monica Garcia  
Phone: 281-704-4056  
Email: rescate@rescateresources.com

TEEX Contact: Mamie Brewer  
Phone: 979-458-2159  
Email: mamie.brewer@teex.tamu.edu

Texas A&M University reserves the right to add or remove items/products/services on this order at any time. Texas A&M

Terms: N 30

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM IVY.

Texas A&M University cannot accept collect freight shipments.

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.
**Purchase Order**

**Vendor:**
12054562330  
RESCATE RESOURCES  
11665 FUGUA, SUITE G700/G701  
HOUSTON, TX 77034

**Ship To:**
TX A&M ENGINEERING EXTEN SRVC  
TEEX EMERGENCY SVCS TRNG INST  
1595 NUCLEAR SCIENCE RD  
COLLEGE STATION, TX 77843

**Any Exceptions to Pricing or Description Contained Herein Must Be Approved by the Texas A&M Department of Procurement Services Prior to Shipping.**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGC shall seek a quote from awarded supplier to obtain pricing, then issue a change order with added or deleted items.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Shipping:**
Quote FOB Destination, freight prepaid and included in the cost.

Exact delivery location and date shall be coordinated with the department contact or their designee. The department contact or their designee shall be notified twenty four (24) hours before delivery.

**Cancellation:**
Texas A&M University reserves the right to cancel immediately due to non-performance.

Upon award, this agreement is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using agency.

Texas A&M University reserves the right to cancel with a thirty (30) day written notice.

**Payment:**

**FOB: DESTINATION FRT INCLUDED**

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**Failure to Deliver:**
If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

The State of Texas is exempt from all Federal Excise Taxes.

**State and City Sales Tax Exemption Certificate:** The undersigned claims an exemption from taxes under Chapter 20, Title 12A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

**Terms:**

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM IV.

This Order is not valid unless signed by the Purchasing Agent.

Signature:  
Purchasing Agent for  
TEXAS A&M ENGINEERING EXTENSION SERVICE  
Phone: 979-845-4570
**TEXAS A&M ENGINEERING EXTENSION SERVICE**

**PURCHASE ORDER**

**Invoice To:**

<table>
<thead>
<tr>
<th>TX A&amp;M ENGINEERING EXTENSION SERVICE</th>
</tr>
</thead>
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<tr>
<td>TEEX EMERGENCY SERVICES TRAINING INST</td>
</tr>
<tr>
<td>ACCOUNTS PAYABLE</td>
</tr>
<tr>
<td>P.O. Box 40006</td>
</tr>
<tr>
<td>College Station, TX 77842</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>TEEX EMERGENCY SERVICES TRAINING INST</td>
</tr>
<tr>
<td>Brayton Fire Field</td>
</tr>
<tr>
<td>1595 Nuclear Science Rd</td>
</tr>
<tr>
<td>College Station, TX 77843</td>
</tr>
</tbody>
</table>

**Order Date:**

06/21/2018

**GSC COPY**

**Page:** 03

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**Vendor:**

Rescure Resources

1165 Pugua, Suite G700/G701

Houston, TX 77034

---

**Terms:**

Net 30 after receipt of invoice and product. Final acceptance is to be approved by the department contact or their designee.

Blanket agreement to be for the time period of September 1, 2018 through August 31, 2019.

Texas A&M University reserves the right to renew this agreement for an additional four (4) years, one (1) year at a time, if mutually agreeable to both parties, with all terms and conditions to be held firm through August 31, 2019.

If the renewal option is exercised, the vendor may increase the contract prices to reflect increases in the cost of providing products or services; however if there has been no increase in costs, the vendor is expected to hold pricing. Additionally, should there be any decreases in costs, the vendor is expected to pass those savings along to Texas A&M.

Vendor must quote a price adjustment factor in terms of a maximum percentage increase for each renewal year. Escalations will be based on the previous year's prices and may be requested at the time of the renewal to be effective at the beginning of each renewal year.

1st renewal year 9/01/19 - 8/31/20: 2%

---

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---

**Agreement:**

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Purchasing Agent:

Texas A&M Engineering Extension Service

Phone: 979-845-4570

---

**UOM UNIT PRICE EXTENDED PRICE**

<table>
<thead>
<tr>
<th>ITEM</th>
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<tr>
<td>1</td>
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</tr>
</tbody>
</table>
**TX A&M ENGINEERING EXTENSION SERVICE**

**College Station, TX 77843-1477**

**PURCHASE ORDER**

**Invoice To:**

| TX A&M ENGINEERING EXTENSION SERVICE |
| TX A&M EMERGENCY SVC'S TRNG INST |
| ACCOUNTS PAYABLE |
| P. O. BOX 40006 |
| COLLEGE STATION, TX 77842 |

**Ship To:**

| TX A&M ENGINEERING EXTENSION SERVICE |
| TX A&M EMERGENCY SVC'S TRNG INST |
| BRAYTON FIRE FIELD |
| 1595 NUCLEAR SCIENCE RD |
| COLLEGE STATION, TX 77843 |

---

**Vendor:**

12054562330

RESCATE RESOURCES

11665 FUGUA, SUITE G700/G701

HOUSTON, TX 77034

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**Order Date:** 06/21/2018

**Page:** 04

---

**ITEM** | **DESCRIPTION** | **QUANTITY** | **UOM** | **UNIT PRICE** | **EXTENDED PRICE** |
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>2nd renewal year 9/01/20 - 8/31/21</td>
<td>2</td>
<td>EA</td>
<td>250.00</td>
<td>25,000.00</td>
<td></td>
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<tr>
<td>3rd renewal year 9/01/21 - 8/31/22</td>
<td>2</td>
<td>EA</td>
<td>250.00</td>
<td>25,000.00</td>
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</tr>
<tr>
<td>4th renewal year 9/01/22 - 8/31/23</td>
<td>2</td>
<td>EA</td>
<td>250.00</td>
<td>25,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Failure by bidder to insert escalation ceiling indicates escalation percent not to exceed zero percent (0%). Escalation percent will be used in the bid evaluation for all optional renewals.

**Delivery Schedule:**

Delivery as needed per TEEX.

1 Bunker Gear, Weekly Rental NFPA 1971 approved
Turnout Coat, Turnout Pants, Suspenders, Boots, Gloves, Hood and Gear Bag

2 Estimated Freight Charges

FOB Destination, TAMU/TEEX, College Station TX 77845.
All equipment must be fully insured against loss and damage during shipping.

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**TOTAL** 25,100.00

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**AGC**

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**Terms:**

**N 30**

---

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---

Purchasing Agent for

TEXAS A&M ENGINEERING EXTENSION SERVICE

Phone: 979-845-4570

---

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

---

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HERIN MUST BE APPROVED BY THE TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES PRIOR TO SHIPPING.

---

**THIS DOCUMENT** is subject to any constitutional or statutory limitations upon Texas
**TEXAS A&M ENGINEERING EXTENSION SERVICE**

**Order Date:** 06/21/2018

**PURCHASE ORDER**

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE RICE INVITATION.

ALL TERMS AND CONDITIONS SET FORTH IN THE RICE INVITATION BECOME A PART OF THIS ORDER.

### Item Description

<table>
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<tr>
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<tbody>
<tr>
<td>AGC</td>
<td>A&amp;M University as an Agency for the State of Texas.</td>
</tr>
<tr>
<td>OSHA STATEMENT</td>
<td>Seller represents and warrants that all articles and services covered by this document meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.</td>
</tr>
<tr>
<td>CERTIFICATION OF NONSEGREGATED FACILITIES OF EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE</td>
<td>If this transaction exceeds $10,000 or if the seller anticipates or has a history of exceeding $10,000.00 in sales to Texas A&amp;M University within any continuous twelve (12) month period, the acceptance of this document will signify their compliance with the provisions of SECTION 202 of EXECUTIVE ORDER No. 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment EXECUTIVE ORDER No. 11375 effective October 13, 1967 insofar as Section 202 is affected by changing the word &quot;creed&quot; to &quot;religion&quot; and by adding the word &quot;sex&quot;. The signing will also serve as written affirmation of the following CERTIFICATION OF NONSEGREGATED FACILITIES. By the acceptance of this document, the bidder, offeror, applicant or subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their estab-</td>
</tr>
</tbody>
</table>

### Terms:

N 30

In accordance with your bid, supplies/equipment must be placed in the Department receiving room by:

This Order is not valid unless signed by the Purchasing Agent.

Purchasing Agent for

TEXAS A&M ENGINEERING EXTENSION SERVICE

Phone: 979-845-4570
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TEXAS A&M ENGINEERING EXTENSION SERVICE

PURCHASE ORDER

INVOICE TO:
TX A&M ENGINEERING EXTENSION SERVICE
TEEX EMERGENCY SERVICES TRNG INST
ACCOUNTS PAYABLE
P. O. BOX 40006
COLLEGE STATION, TX 77842

SHIP TO:
TX A&M ENGINEERING EXTENSION SERVICE
TEEX EMERGENCY SERVICES TRNG INST
BRAYTON FIRE FIELD
1595 NUCLEAR SCIENCE RD
COLLEGE STATION, TX 77843

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Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

Any exceptions to pricing or description contained herein must be approved by the Texas A&M Department of Procurement Services prior to shipping.
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When any of the following conditions apply.

1. **A recipient's procurement procedures or operation fails to comply with the procurement standards in the Federal awarding agency's implementation of OMB's Circular A-110.**

2. The procurement is expected to exceed the

Terms:

N 30

In accordance with your bid, supplies/equipment must be placed in the department receiving room by:

N/A

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Purchasing Agent for

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small purchase threshold fixed at 41 U.S.C. 403(11) (currently $25,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

(3) The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

(4) The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under a sealed bid procurement.

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

6.3 All purchase orders awards shall contain the following provisions as applicable:


All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor.

AGC

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 TEXAS A&M ENGINEERING EXTENSION SERVICE

GSC COPY

College Station, TX 77843-1477

PURCHASE ORDER

Order Date: 06/21/2018

Page: 10

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.

ALL TERMS AND CONDITIONS SET FORTH IN THE BID INVITATION BECOME A PART OF THIS ORDER.

M990006

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Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (20 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for

AGC

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the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


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TEXAS A&M ENGINEERING EXTENSION SERVICE  
College Station, TX 77843-1477  
PURCHASE ORDER

Order Date: 06/21/2018  
Page: 13

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12054562330  
RESCUES RESOURCES  
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COLLEGE STATION, TX 77843

**Terms:**  
N 30

**FOB:**  
DESTINATION FRT INCLUDED

**STATE AND CITY SALES TAX EXEMPTION CERTIFICATE:** The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UOM</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
</table>

The State of Texas is exempt from all Federal Excise Taxes.

Texas A&M University cannot accept collect freight shipments.

**Failure to Deliver:** If the vendor fails to deliver the supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

**State and City Sales Tax Exemption Certificate:** The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as the property is being secured for the exclusive use of the State of Texas.

**State of Texas is exempt from all Federal Excise Taxes.**

**Purchasing Agent for TEXAS A&M ENGINEERING EXTENSION SERVICE:**  
Phone: 979-845-4570