

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

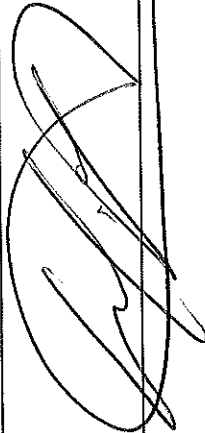

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buy Board Person Contacted: Dennis Metzger Phone: _____
 Purchase #1 Vendor Name: Delta Industrial Service & Supply Contract No.: EP11-17

Quantity	Description of Items	Price per Unit	Total Amount
1	Honeywell EV-1 Traditional Helmet W/Retractable Eye Protection	\$294.86	\$294.86
8	Honeywell Ben 2 Traditional Helmet w/4" Faceshield	\$263.75	\$2,110.00
9	Honeywell Tails Turnout Gear Per Elsa Specs	\$2,353.25	\$21,179.25
4	Thorogood Leather Structural Boots Model 804-6389	\$365.00	\$1,460
2	FLIR K65 NFPA compliant Thermal Imager and Truck Charger	\$6,645.25	\$13,290.50
1	Freight		\$300.00
	Special Discount		-\$4,275.84

TOTAL:	\$34,358.77
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Recommendation: Recommending to purchase from Delta Industrial for the Elsa Fire Dept.

Requested by:  Date 4/11/18 UCP Approval:  Date 4/16/18

APPROVED



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

EP11-17

Date Prepared:

4/8/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Hidalgo County - Urban County Program	Contractor:	Delta Industrial Service & Supply
Contact Person:	Monica Leal	Prepared By:	Dennis Metzger
Phone:	956-787-8127	Phone:	612-812-6201
Fax:		Fax:	
Email:	monica.leal@co.hidalgo.tx.us	Email:	dennis@deltaiss.com

Catalog / Price Sheet Name:	Honeywell, FLIR and Thorogood
General Description of Product/ Product Code	Firefighting PPE and Thermal Imaging Camera

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Honeywell EV-1 Traditional Helmet w/Retractable Eye Protection	294.86	294.86
8	Honeywell Ben 2 Traditional Helmet w/4" Faceshield	263.75	2110
9	Honeywell Tails Turnout Gear per Elsa Specs	2353.25	21179.25
4	Thorogood Leather Structural Boots Model 804-6389	365	1460
2	FLIR K65 NFPA Compliant Thermal Imager and Truck Charger	6645.25	13290.5
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			38334.61

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight	300
Special Discount	-4275.84
Subtotal C:	-3975.84

Delivery Date: Input a Date	D. Total Purchase Price (A+B+C):	34358.77
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Zimbra

monica.leal@co.hidalgo.tx.us

RE: HGAC Buy Sheet

From : Veronica Johnson <Veronica.Johnson@h-gac.com>
Subject : RE: HGAC Buy Sheet
To : Veronica Johnson <Veronica.Johnson@h-gac.com>

Monica,

I have reviewed the quote provided to you by Delta Industrial Service & Supply and it is in compliance with the HGACBuy contract. If you have any que:

Regards,

Veronica Johnson, CTPM, CTCM
Procurement Services Specialist
HGACBuy Cooperative Purchasing Program
Houston Galveston Area Council
713-993-2446

From : Veronica Johnson <Veronica.Johnson@h-gac.com>
Subject : RE: HGAC Buy Sheet
To : 'Monica Leal' <monica.leal@co.hidalgo.tx.us>

Monica,
I just spoke with Dennis. He has some information to get to me in order for me to review the pricing. He will get that information to me on Monday. If you
Thank you,

Veronica Johnson, CTPM, CTCM
Procurement Services Specialist
HGACBuy Cooperative Purchasing Program
Houston Galveston Area Council
713-993-2446

From : Monica Leal <monica.leal@co.hidalgo.tx.us>
Subject : Fwd: HGAC Buy Sheet
To : Veronica Johnson <Veronica.Johnson@h-gac.com>
Cc : Diana Serna <diana.serna@co.hidalgo.tx.us>, antonio barco <antonio.barco@co.hidalgo.tx.us>, patricio avila <patricio.avila@co.hidalgo.tx.us>, bhathorn <bhathorn.evfd@gmail.com>

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
DELTA INDUSTRIAL SERVICE & SUPPLY
Port Neches, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Delta Industrial Service & Supply**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 3159 Summit Drive, Port Neches, Texas 77651.

ARTICLE 1:

SCOPE OF SERVICES

The parties have entered into a Emergency Preparedness & Safety Equipment Contract to become effective as of November 1, 2017, and to continue through October 31, 2020 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of Emergency Preparedness & Safety Equipment offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell Emergency Preparedness & Safety Equipment through the **H-GAC** Contract to **END USERS**.

ARTICLE 2:

THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No:EP11-17, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No:EP11-17, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:

LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:

APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:

INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:

END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However, this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END**

Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:

PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC

Attachment A

Delta Industrial Service & Supply
Emergency Preparedness & Safety Equipment

Contract No.: EP11-17

Item No.	Catalog / Product Description	Retail/List Price per Unit
	K2 160x120 Thermal Camera Kit - includes : Thermal Imaging Camera, Li-Ion Batteries, Battery Charger w/ Power Supply, Lanyard Strap, USB Cable	\$1,315.75
	K33 240x180 Thermal Camera Kit - includes : Hard Case, Thermal Imaging Camera, (2) Li-Ion Batteries, Carabiner Strap, Retractable Lanyard, Tabletop Charger w/ Power Supply, USB Cable	\$2,930.75
	K45 240x180 Thermal Camera Kit - includes : Hard Case, Thermal Imaging Camera, (2) Li-Ion Batteries, Carabiner Strap, Retractable Lanyard, Tabletop Charger w/ Power Supply, USB Cable	\$3,947.25
	K53 320x240 Thermal Camera Kit - includes : Hard Case, Thermal Imaging Camera, (2) Li-Ion Batteries, Carabiner Strap, Retractable Lanyard, Tabletop Charger w/ Power Supply, USB Cable	\$4,840.25
	K55 320x240 Thermal Camera Kit - includes : Hard Case, Thermal Imaging Camera, (2) Li-Ion Batteries, Carabiner Strap, Retractable Lanyard, Tabletop Charger w/ Power Supply, USB Cable	\$5,367.50
	K65 320x240 Thermal Camera Kit, NFPA - Hard Case, Torx Screwdriver (T20), Thermal Imaging Camera, (2) Li-Ion Batteries, Tabletop Charge w/ Power Supply, USB Cable	\$6,645.25
	ALL OTHER FLIR ITEMS - Truck Chargers, (Kxx) accessories, (Kx) accessories	5%
	Morning Pride - Tails	58.50%
	Morning Pride - Viper	58.50%
	Morning Pride - Edge	58.50%
	Morning Pride - VE	58.50%
	Morning Pride - Rangers	58.50%
	Morning Pride - Helmets	48.50%
	Morning Pride - Gloves	38.50%
	Morning Pride - Boots	38.50%
	OSX Brand (Attack, B1, B2, Stealth)	40%
	SCX Brand (Attack, B1, B2, Stealth)	40%
	MTS Brand (Attack, B1, B2, Stealth)	40%
	Wildland - Dual Certified Gear	40%
	ALL Fire Service Plus PRODUCTS	29.00%
	804-6369 Leather Thorogood Boots	\$265
	804-6389 Leather Thorogood Boots	\$365
	807-6003 Rubber Thorogood Boots	\$135

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**

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

Delta Industrial Service & Supply
Port Neches, TX United States

Certificate Number:
2018-336848

Date Filed:
04/10/2018

Date Acknowledged:

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

Urban County Program (City of Elsa)

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.

5017-25-0315-5000-2500
fire station / 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.

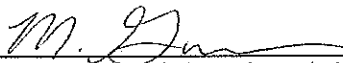
6 UNSWORN DECLARATION

My name is Marissa Guerra, and my date of birth is 12 / 21 / 1993.

My address is 9260 Josey St. Beaumont TX 77707 US
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 11 day of April, 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Delta Industrial Service & Supply
 Port Neches, TX United States

Certificate Number:
 2018-336848

Date Filed:
 04/10/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Urban County Program (City of Elsa)

Date Acknowledged:
 04/11/2018

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.
 5017-25-0315-5000-2500
 fire station / 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 _____, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)