



Amendment No. 1  
to  
Contract No. GC200000003  
HGACBuy EP11-20  
for  
Bunker Gear  
between  
Delta Fire & Safety Inc.  
dba Delta Industrial Service & Supply  
and the  
City of Austin

- 1.0 The City hereby amends this contract to move from HGACBuy EP11-17 to HGACBuy EP11-20.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 05/27/2020 – 10/31/2021	\$1,102,000.00	\$1,102,000.00
Amendment No. 1: Change HGACBuy EP11-17 to HGACBuy EP11-20 11/01/2020	\$0.00	\$1,102,000.00

- 3.0 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 (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

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

Signature & Date:

Printed Name: **Marissa Guerra**  
Authorized Representative

Signature & Date:

**Erin D'Vincent**

Erin D'Vincent, Procurement Supervisor  
City of Austin  
Purchasing Office

Digitally signed by Erin D'Vincent  
Date: 2020.12.11 10:44:06 -06'00'

Delta Fire & Safety Inc.  
dba Delta Industrial Service & Supply  
3159 Summit Drive  
Port Neches, TX 77651  
[marissa@deltafas.com](mailto:marissa@deltafas.com)

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
DELTA FIRE & SAFETY INC D/B/A DELTA INDUSTRIAL SERVICE &  
SUPPLY(“Contractor”)  
for  
BUNKER GEAR  
MA 8300 GC200000003**

This Contract is between Delta Fire & Safety Inc D/B/A Delta Industrial Service & Supply having offices at 3159 Summit Drive, Port Neches, TX 77651 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date executed by both parties. Solicitation requirements are met by using Contractor’s HGACBuy Contract No. EP11-17.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 HGACBuy Contract EP11-17
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Delta Fire & Safety Inc D/B/A Delta Industrial Service & Supply’s Pricing Agreement, including subsequent clarifications
- 1.1.5 Exhibit C, Purchasing Forms

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 HGACBuy Contract EP11-17 as referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 The Contractor’s Offer as referenced in Section 1.1.4, including subsequent clarifications

**1.3 Quantity.** Quantity of goods or services as described in Exhibit B.

**1.4 Term of Contract.** The Contract will be in effect on the date executed by the City (Effective Date) and shall remain in effect until 10/31/2021.

1.4.1 The City reserves the right to transfer this Contract by amendment to future HGACBuy contracts that supersede HGACBuy Contract No. EP11-17 if the terms and conditions are favorable to the City.

**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$1,102,000 for all fees and expenses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**DELTA FIRE & SAFETY INC D/B/A DELTA  
INDUSTRIAL SERVICE & SUPPLY**

**CITY OF AUSTIN**

Marissa Guerra

Printed Name of Authorized Person



Signature

Vice President of Sales

Title:

05/18/2020

Date:

Erin D'Vincent

Printed Name of Authorized Person

**Erin D'Vincent**

Digitally signed by Erin D'Vincent  
DN: cn=Erin D'Vincent, o=City of Austin, ou=Purchasing  
Office, email=erin.dvincent@austintexas.gov, c=US  
Date: 2020.05.27 11:02:38 -05'00'

Signature

Procurement Supervisor

Title:

May 27, 2020

Date:

Exhibit A – Supplemental Terms

Exhibit B – Delta Fire & Safety Inc D/B/A Delta Industrial Service & Supply Pricing Agreement dated  
2/24/2020

Exhibit C – Purchasing Forms

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
AUSTIN FIRE DEPARTMENT  
BUNKER GEAR**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE:** Insurance is required for this contract.

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.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
AUSTIN FIRE DEPARTMENT  
BUNKER GEAR**

- (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.

2. **TERM OF CONTRACT:**

- A. The Contract shall be in effect until October 31, 2021.
- 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.

3. **DELIVERY REQUIREMENTS:**

Location:

AFD Headquarters

Dock F

4201 Ed Bluestein Blvd

Austin, Texas 78721

Days:

Monday – Friday, 8 AM – 4 PM

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
AUSTIN FIRE DEPARTMENT  
BUNKER GEAR**

- 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).

4. **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.

5. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
  - i. 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.
  - ii. 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. 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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
AUSTIN FIRE DEPARTMENT  
BUNKER GEAR**

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.

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

- 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,

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
AUSTIN FIRE DEPARTMENT  
BUNKER GEAR**

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.
- 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:



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
AUSTIN FIRE DEPARTMENT  
BUNKER GEAR**

- (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 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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
AUSTIN FIRE DEPARTMENT  
BUNKER GEAR**

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.
  - 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).
7. **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:

Karen Bitzer

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[Karen.Bitzer@austintexas.gov](mailto:Karen.Bitzer@austintexas.gov)

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512-974-4131

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<b>CONTRACT PRICING WORKSHEET</b> For Catalog & Price Sheet Type Purchases		<b>Contract No.:</b>	<b>EP11-17</b>	<b>Date Prepared:</b>	2/24/2020
<b>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</b>					
<b>Buying Agency:</b>	City of Austin	<b>Contractor:</b>	Delta Industrial Service & Supply		
<b>Contact Person:</b>	Karen Bitzer	<b>Prepared By:</b>	Marissa Guerra		
<b>Phone:</b>	512-974-4131	<b>Phone:</b>	409-724-1055		
<b>Fax:</b>		<b>Fax:</b>			
<b>Email:</b>	karen.bitzer@austintexas.gov	<b>Email:</b>	marissa@deltafas.com		
<b>Catalog / Price Sheet Name:</b>	Honeywell Tails				
<b>General Description of Product/ Product Code</b>	Honeywell Tails Coats and Pants				
<b>A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary</b>					
<b>Quan</b>	<b>Description</b>	<b>Unit Pr</b>	<b>Total</b>		
440	Honeywell - TXAUST00393 : LTO-62QN Tail Gold - Austin Fire Dept - TX	\$1,420.00	\$624,800.00		
440	Honeywell - TXAUST00394 : MPL 62QN Pants Gold - Austin Fire Dept - TX	\$919.00	\$404,360.00		
			\$0.00		
			\$0.00		
			\$0.00		
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			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
<b>Total From Other Sheets, If Any:</b>					
<b>Subtotal A:</b>		\$1,029,160.00			
<b>B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary</b>					
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)					
<b>Quan</b>	<b>Description</b>	<b>Unit Pr</b>	<b>Total</b>		
			0		
			0		
			0		
			0		
<b>Total From Other Sheets, If Any:</b>					
<b>Subtotal B:</b>		0			
<b>Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.</b>		<b>For this transaction the percentage is:</b>		0%	
<b>C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>					
<b>Subtotal C:</b>					\$0.00
<b>Delivery Date:</b>		<b>45 days</b>		<b>D. Total Purchase Price (A+B+C):</b>	
				\$1,029,160.00	

Emergency Preparedness & Safety EquipmentPage 1 of 4

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**

USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

**ARTICLE 7:****SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8:****EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9:****REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10:****MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

**ARTICLE 11:****SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12:****DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the

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**



Emergency Preparedness & Safety Equipment

Page 4 of 4

Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/


CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**  
Area Council, Houston, Texas:

  
Jack Steele, Executive Director

Attest for **Houston-Galveston**  
Area Council, Houston, Texas:

  
Chuck Wemple, Chief Operations Officer

Date: 10-16, 2017

Signed for **Delta Industrial Service & Supply**  
Port Neches, Texas:

Printed Name & Title: Eric Currie President

Attest for **Delta Industrial Service & Supply**  
Port Neches, Texas:

Printed Name & Title: Jacqui Currie Secretary

Date: 9-21, 2017

<b>Attachment A</b> <b>Delta Industrial Service &amp; Supply</b> <b>Emergency Preparedness &amp; Safety Equipment</b> <b>Contract No.: EP11-17</b>		
<b>Item No.</b>	<b>Catalog / Product Description</b>	<b>Retail/List Price per Unit</b>
	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



**City of Austin, Texas**  
**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:**

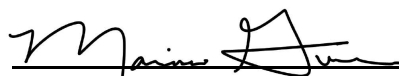
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees 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 13 day of April, 2020

CONTRACTOR  
Authorized  
Signature

Title

Delta Industrial Service & Supply



Vice President of Sales

**City of Austin, Texas**  
**Section 0805**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

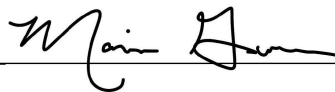
The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Delta Industrial Service & Supply

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Signature of Officer or  
Authorized  
Representative:



Date: 04/13/2020

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Printed Name: Marissa Guerra

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Title: Vice President of Sales

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**CITY OF AUSTIN TEXAS  
WORKPLACE CONDITIONS CODE  
AFFIDAVIT**

This form verifies compliance with the City of Austin's Workplace Conditions Code by requiring potential vendors to provide relevant information regarding the supply chain of the apparel products and laundering services that the City purchases. **A complete set of Contact and Payroll information is required for each facility involved in the production of goods or provision of services covered by the City of Austin Workplace Conditions Code.** The City of Austin's Workplace Conditions Code is governed by [Ordinance No. 20070621-152](#)

By submitting this form, the undersigned agrees to the following:

- You declare that, to the best of your knowledge, your operations and those of your supply chain partners (through point-of-assembly) utilized to supply uniforms/apparel and laundering services to the City are in full compliance with the City's Workplace Conditions Code. **You also acknowledge that any changes in the terms of your compliance, including any modification to your supply chain partners and/or locations, shall be submitted to the City of Austin Purchasing Office within 15 days of such changes taking place.** During the term of the contract, should the City discover that any of the information or declarations made on this form are false, the City may impose appropriate sanctions and/or remedies for breach of contract.
- You certify that each of the prime contractor's suppliers and subcontractors has been furnished with a copy of the City of Austin's Workplace Conditions Code. Additionally, you certify that each of the prime contractor's suppliers and subcontractors has been instructed to post a copy of the code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into each worker's first language.
- You agree to notify the City of Austin Purchasing Office, the authorized contact person for this solicitation, and the assigned departmental contract manager (if applicable) of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the you in any local, state, or federal administrative agency or court in the preceding five years. This agreement will remain in effect throughout the term of the contract.

**Part 1 - Contract Number (Required)**

Contract No.: MA 8300 GC200000003

**Part 2 - Prime Contractor Information (Required)**

Company Name: Delta Fire & Safety Inc.

Street Address: 3159 Summit Drive

City: Port Neches State: Texas Zip: 77651

Contact Person Name and Title: Marissa Guerra, Vice President of Sales

Phone Number: 409-724-1055 Email Address: marissa@deltafas.com

**Part 3 – Facility Contact and Payroll Information (Required)**

The information being requested regarding wages, benefits, payroll deductions and working hours applies for non-supervisory production employees. When listing regular payroll deductions, include a description of the deduction, and either the deduction percentage (%) or the deduction amount in U.S. dollars (\$). Attach additional copies of this form, and any supporting documents, as necessary.

**CITY OF AUSTIN TEXAS  
WORKPLACE CONDITIONS CODE  
AFFIDAVIT**

1. ☒ Prime contractor owned facility ☐ Other owner

Facility Name: Delta Fire & Safety Inc.; Facility owner: Corporation

Facility Physical Address: 3159 Summit Drive, Port Neches, Texas 77651

Country of Production: USA

Facility Phone Number: 409-724-1055

Minimum base hourly wage, in U.S. dollars: \$ 7.25; Percent of wages paid as health benefits: % 0

Regular payroll deductions: Federal Withholding, Social Security, Medicare, optional - IRA

Number of **normal** working hours per day: 8; Per week: 40

Number of **actual** working hours per day: 8; Per week: 40

Description of overtime policy (if any): overtime is available

2. ☐ Prime contractor owned facility ☐ Other owner

Facility Name: \_\_\_\_\_; Facility owner: \_\_\_\_\_

Facility Physical Address: \_\_\_\_\_

Country of Production: \_\_\_\_\_

Facility Phone Number: \_\_\_\_\_

Minimum base hourly wage, in U.S. dollars: \$ \_\_\_\_\_; Percent of wages paid as health benefits: % \_\_\_\_\_

Regular payroll deductions: \_\_\_\_\_

Number of **normal** working hours per day: \_\_\_\_\_; Per week: \_\_\_\_\_

Number of **actual** working hours per day: \_\_\_\_\_; Per week: \_\_\_\_\_

Description of overtime policy (if any): \_\_\_\_\_

3. ☐ Prime contractor owned facility ☐ Other owner

Facility Name: \_\_\_\_\_; Facility owner: \_\_\_\_\_

Facility Physical Address: \_\_\_\_\_

Country of Production: \_\_\_\_\_

Facility Phone Number: \_\_\_\_\_

Minimum base hourly wage, in U.S. dollars: \$ \_\_\_\_\_; Percent of wages paid as health benefits: % \_\_\_\_\_

Regular payroll deductions: \_\_\_\_\_

Number of **normal** working hours per day: \_\_\_\_\_; Per week: \_\_\_\_\_

Number of **actual** working hours per day: \_\_\_\_\_; Per week: \_\_\_\_\_

Description of overtime policy (if any): \_\_\_\_\_

**Part 4 - Signature (Required)**

I declare under penalty of perjury under the laws of the State of Texas that the information provided on this form and required attachments (as indicated) is true and correct, and that I am authorized to bind this entity contractually.

Marissa Guerra  
Signature

05/18/2020  
Date

Marissa Guerra  
Printed Name

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Bridney Stewart 4-3127	<b>PM Name/Phone</b>	Karen Bitzer 4-4131
<b>Sponsor/User Dept.</b>	AFD	<b>Sponsor Name/Phone</b>	N/A
<b>Solicitation No</b>	134266	<b>Project Name</b>	Bunker Gear
<b>Contract Amount</b>	\$1,029,160.00	<b>Ad Date (if applicable)</b>	N/A
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Cooperative contract for bunker gear for Austin Fire Department			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
MA 8300 GC170000009, no goals established			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
34034 - 100%			
Bridney Stewart		3/3/2020	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	3/3/2020	<b>Date Assigned to BDC</b>	3/4/2020
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

# GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |                                                                    |                                                                     |
|--------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

N/A

**Subcontracting Opportunities Identified**

N/A

Tracy Burkhalter	
<b>SMBR Staff</b>	<b>Signature/ Date</b>
Tracy Burkhalter	3/5/2020
<b>SMBR Director or Designee</b>	<b>Date</b>
Returned to/ Date:	03/05/2020