

SUPPLY AGREEMENT NO. 630

THIS Colilert Supply Agreement (this "Agreement") is entered into by and between IDEXX Distribution, Inc. (the "Supplier"), Westbrook, Maine and the City of Corpus Christi, a Texas home-rule municipal corporation (the "City") effective for all purposes upon execution by the City Manager or designee ("City Manager").

WHEREAS, Supplier is the sole manufacturer and sole source supplier in the US water testing market to provide Colilert;

NOW, THEREFORE, Supplier and City enter into this Agreement and agree as follows:

- 1. Scope.** Supplier will deliver Colilert in accordance with the **Price Sheet as shown in Attachment 1.**
- 2. Term.** This Agreement is for 12 months, commencing on 05/23/2016 and continuing through 05/22/2017. The Agreement includes an option to extend the term for up to two additional twelve month periods provided the parties do so prior to expiration of the original Agreement and subject to the written approval of the Supplier and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$ 135,304.00 subject to extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance and receipt of an acceptable invoice. All pricing must be in accordance with the **Price Sheet as shown in Attachment 1.**
- 4. Quality or Quantity Adjustments.** Any quantities indicated on the Price Sheet are estimates only and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than its actual needs during the Agreement, subject to availability of appropriated funds. Substitutions or deviations from product requirements or specifications are prohibited without prior written approval of the Contract Administrator

5. **Release Order.** The City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: Any City department or division may send to Supplier a purchase release order. The purchase release order will refer to this Agreement, products will remain with the Supplier until such time as they are delivered and accepted by the City.
6. **Inspection and Acceptance.** Any Colilert reagent that are delivered but not accepted must be corrected or replaced immediately at no charge to the City or a replacement may be bought on the open market and any costs incurred including additional costs over the item's bid price must be paid by the Contractor within 30 days of receipt of City's invoice.
7. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Supplier's notices or communications regarding this Agreement must be directed to the Contract Administrator or designee, as follows:

Marisa Juarez
Utilities – Water Lab
13101 Leopard St.
Phone: (361) 826-1201 Email: MarisaJ@cctexas.com
8. **Assignment.** No assignment of this Agreement or any right or interest herein by the Supplier is effective unless the City Manager first gives its written consent to such assignment. The performance of this Agreement by the Supplier is of the essence of this Agreement and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.
9. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends on September 30th), is subject to appropriations and budget approval providing for such contract item as an expenditure in said budget. The City does not represent that said budget item will be actually adopted as that determination is within the sole discretion of the City Council at the time of adoption of each budget.

10. Waiver. No waiver of any breach of any term or condition of this Agreement, or the Supplier's bid offer waives any subsequent breach of the same.

11. Governing Law. This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of Texas, and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.

12. Amendments. This Agreement may be amended only by written instrument signed by the parties. Such amendment will be in the form of a change order. Change orders may be used to modify quantities as deemed necessary by the City.

13. Termination. The City Manager may terminate this Agreement for Supplier's failure to perform the work specified in this Agreement. Failure to keep any required insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Supplier 10 work days written notice of the breach and set out a reasonable opportunity to cure. If the Supplier has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, the City may terminate this Agreement for convenience upon 30 days' written notice to the Supplier. However, the City may terminate this Agreement on 24 hours written notice to the Supplier for failure to pay or provide proof of payment of taxes as set out herein.

14. Taxes. The Supplier covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.

15. Certificate of Interested Parties. Supplier agrees to comply with Texas Government Code Section 2252.908 and complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.

16. Notice. Notice may be given by fax, email, hand delivery or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third day after deposit if sent certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi - Utilities

Attention: Marisa Juarez

TITLE: Lab Manager

ADDRESS: 13101 Leopard St., Corpus Christi, TX 78410

FAX: (361) 242-9131

EMAIL: MarisaJ@cctexas.com

IF TO SUPPLIER

IDEXX Distribution Inc.

Attention: Chin-Ming Chen

TITLE: General Manager and Sr. Director

ADDRESS: One Idexx Dr., Westbrook, ME 04092

FAX: (207) 556-4630

EMAIL: water@idexx.com

17. Extension. This Agreement is subject to extension at the sole discretion of the City.

18. Severability. Each provision of the Agreement is considered to be severable and, if, for any reason, any such provision or any part hereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part hereof had been omitted.


19. SUPPLIER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS'

FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. SUPPLIER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF SUPPLIER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

21. Order of Precedence. In the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority: this Agreement and its Attachments, the bid solicitation documents including Addenda, the Bid Response.

SUPPLIER

Signature:  _____

Printed Name: Chun-ming Chen _____

Title: GM+SR Director _____

Date: 5/2/16 _____

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachments:

Attachment 1: Price Sheet

ATTACHMENT 1: PRICE SHEET

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BUYER: DOMINGO VALDEZ**

**COLILERT
PRICE SHEET**

ITEM	DESCRIPTION	EST. QTY.	UNIT	IDEXX DISTRIBUTION, INC. WESTBROOK, MAINE	
				UNIT PRICE	TOTAL PRICE
1	Colilert, P/N WP200I, 200 packs/case	15	case	\$515	\$7,725
2	Colilert 18, P/N WP200I-18, 200 packs/case	60	case	\$515	\$30,900
3	Colilert Vessels, P/N WV120SBST-200, 200 each/case	200	case	\$70	\$14,000
4	Enterolert, P/N WENT200, 200 packs/case	60	case	\$721	\$43,260
5	Quanti-Tray, P/N WQT100, 100 trays/case	15	case	\$105	\$1,575
6	Quanti-Tray/2000, P/N WQT2K, 100 trays/case	100	case	\$158	\$15,800
7	Colilert Comparator, P/N WP104, 1 bottle/box	4	box	\$11	\$44
8	Colilert Vessels, 290ml, P/N WV290SBST-100	200	case	\$110	\$22,000

TOTAL: \$135,304