

## SUPPLY AGREEMENT NO. 2348

### Paper Goods and Janitorial Supplies

THIS **Paper Goods and Janitorial Supplies Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Gulf Coast Paper Co ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Paper Goods and Janitorial Supplies in response to Request for Bid No. **BuyBoard 569-18** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Paper Goods and Janitorial Supplies in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. Term.** This Agreement is for three years. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$750,000.00, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

- 4. 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. The City's Contract Administrator for this Agreement is as follows:

Name: Robert Presnell  
Department: Contracts and Procurement  
Phone: 361-826-1750  
Email: robertpr@cctexas.com

- 5. Insurance.** Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 6. Purchase Release Order.** For multiple-release purchases of products to be provided by the Contractor over a period of time, 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 Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Contractor until such time as the products are delivered and accepted by the City.
- 7. Inspection and Acceptance.** City may inspect all products supplied before acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Contractor, a replacement product may be bought by the City 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.

## 8. **Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

9. **Quality/Quantity Adjustments.** Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or in an attachment to this Agreement. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.

- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Robert Presnell  
Title: Stores Supervisor  
Address: 5352 Ayers, Bldg 6, Corpus Christi, TX 78415  
Phone: 361-826-1750  
Fax: 361-826-1690

**IF TO CONTRACTOR:**

Gulf Coast Paper Co.  
Attn: Nelda Laurel  
Title: Sales Consultant  
Address: 1101 South Padre Island Dr., Corpus Christi, TX 78416  
Phone: 361-852-5252  
Fax: 361-852-1717

- 17. CONTRACTOR SHALL FULLY 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 WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR 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 A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS**

**AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR 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 THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

**20. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**21. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor 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 had been omitted.

- 22. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 23. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 24. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. 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.

**(SIGNATURE PAGE FOLLOWS)**

**CONTRACTOR**

Signature: Nelda Laurel

Printed Name: Nelda Laurel

Title: Sales Consultant

Date: 07-29-2019

**CITY OF CORPUS CHRISTI**

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Kim Baker  
Director of Contracts and Procurement

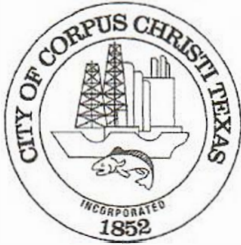
Date: \_\_\_\_\_

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance Requirements
- Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFB No. BuyBoard 569-18
- Exhibit 2: Contractor's Bid Response



## ATTACHMENT A: SCOPE OF WORK

### **1. General Requirements/Background Information**

The City uses and stocks paper goods and custodial supplies at the City Warehouse for use by City departments.

### **2. Scope of Work**

The Contractor shall provide paper goods and custodial supplies including but not limited to, items listed on Attachment A-1.

### **3. Contractor Quality Control and Superintendence**

All paper goods and custodial supplies shall be defect free, properly packed and shipped to ensure a safe delivery.

### **4. Special Instructions**

#### A. Ordering and Delivery

1. City will place an order on as needed basis.
2. Contractor shall deliver the materials within two business days of received order to the City Warehouse, located at 5352 Ayers St. Building 6, Corpus Christi, Texas 78415.
3. All contract prices are F.O.B. destination, inside delivery to the City of Corpus Christi Facility, freight prepaid.
4. Contractor must send Technical data sheet along with the delivery of the material when applicable. City will not accept any products that do not conform to the specifications.
5. If any items found defective, unusable or inoperable to the condition, Contractor shall arrange return shipment or shipping charge will be reimbursed from the invoice.
6. Contractor understands and agrees that the City may, at its discretion, cancel any back orders due to the Contractor's inability to deliver the product within the set time frame.
7. Cancellations shall be in writing and sent to Contractor by email, fax or mail.
8. No restocking fee or payment of any kind shall be owed for orders canceled due to Contractor's inability to meet the deadline delivery date.

#### B. Defective Goods

Contractor shall pay for return shipment on any products that arrive in a defective, unusable or inoperable condition. Contractor must arrange for the return shipment of damaged products.

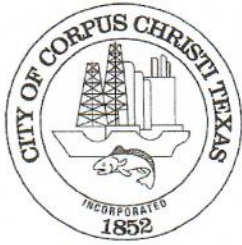


ATTACHMENT A-1

DESCRIPTION	DESCRIPTION
CAN LINER 16 GAL (24" X 33" X	TIDE POWD DETERGENT 20 OZ BX
CAN LINER 55 GAL(38"X 60"X22M)	DETERGENT POWDERED DISH
MOP BUCKET WITH WRINGER	CLEANER MULTI-PURPOSE QUART
GARBAGE GALV CAN 20 GALW/LD	CLEANER DEGREASER FOAM
GARBAGE 32 GAL PLASTI ROUND	DISINFECTANT BETCO AF-315
BROOM WAREHOUSE CORN	CLEANER 1LB CREME HAND
BROOM PUSH 18" SOFT BRISTLE	CLEANER HAND W/SCRUB GOJO2000
24" PUSH BROOM SOFT	CLEANER HD HAND CHERY 1 GAL
HANDLE THREADED METAL TIP	CLEANER 4.5# CAN HAND
BRUSH DECK 10" W/ STIFF	ANTIBACTERIAL SOAP DEB
BRUSH TRUCK 10" W/ SOFT	HAND SANITIZER FOAM
BROOM STREET 16" W/O HANDLE	DISPENSER FOR HAND CLEANER
HANDLE TAPER END ST BROOM	DISPENSER TOILET SEAT COVER
BROOM WISK STRAW 5.5" X 10"	DISPENSER FOR 4.5 OZ CUPS
MOP BOWL W/PLASTIC HANDLE	DISPENSER PAPER TOWEL
BRUSH FIBER SCRUB 20"X 2-3/4"	DISPENSER ROLL TOWEL BAYWEST
MOP COTTON 20 OZ W/HANDLE	CUPS DRINKING 4.5 OZ SOLO CSE
MOP HEAD 16 OZ BLEND	CUPS DRINKING 4.5 OZ CONE/SLV
HANDLE MOP 60" W/ CLAMP	CUPS DRINKING 6 OZ SOLO CASE
FRESHENER AIR METER MIST	CUPS DRINKING 6 OZ CONES
CLEANER BOWL NO ACID QT CAN	WIPES-CITRUS ALL PURPOSE
DISINFECTANT PINE PLUS NEUTRAL	SEAT COVER-TOILET
DISINFECTANT LEMON SCENT GAL	PAPER BROWN KRAFT PAPER 36" X
NATURAL POWER GAL CAN	TOWEL ROLL ENMOTION PAPER
ENMOTION PAPER TOWEL DISPENSER	TISSUE TOILET ROLL 2 PLY 96/C
REMOVER VANDALISM MARK16OZ	TISSUE MERFIN #208
CLEANER POWDERD COMET21OZ	CAN LINER(33" X 58" X 3.5 MIL)
CLEANER KREAM KLEANER	CASE OF PAPER WIPES-L40
CLEANER SD-20 SPARTAN 5GAL	TOWELS NAT ROLL W/GROVE
SOAP CAR WASH 5 GAL CAN	CENTERPULL PAPER TOWELS
CLEANER GLASS QT BOTTLES	PAPER TOWEL ROLLED
CLEANER DESCALER	WIPES PAPER MEDIUM DUTY BOX
CLEANER SPOT FREE GLAS QT CN	TOWELS PAPER BRAUNY
SCREENS URINAL	RAGS WIPING CLOTH 25# BOX
DEODORANT BLOCK W/ SCREEN	TOWELS TASKMATE POPUP DISP
DISINFECTANT LYSOL	WIPES SANITUFF #91371 STWW
CLEANER FOAM SURFACE	TOWELS TEXAS
CLEANER TUB & TILE FOAM SPRA	DUSTER FEATHER
FOAM SANITIZING	PANS H.D METAL DUST
SPRAY AIR FRESH 12 OZ CAN	BOTTLE 32 OZ PLASTIC
SOAP LAVA HAND 4OZ BAR 48/C5	SPONGE JUMBO
SOAP ANTIBACTERIAL HAND	SPRAYER TRIGGER
LOTION BARRIER 5 OZ TUBE	PLUNGER TOILET PLUNGER
SOAP LIQUID HAND 40% COCO	SQUEEGEE WINDOW 12"
SOAP ANTISEPTIC LOTION 1 GAL	SQUEEGEE 24" W/O HDLE
SOAP ANTIMICROBIAL HAND	WAX STRIPPER 1 GAL BRAVO

ATTACHMENT A-1

DESCRIPTION	DESCRIPTION
FLOOR FINISH 1 GAL JOHNSON	SEALER FLOOR 5 GAL
FLOOR FINISH 5 GAL ON & ON	ENMOTION FOAM SOAP
DISINFECTANT DMQ DAMP MOP	LIME-A-WAY
SPRAY BUFF 1 GAL.SNAPBAK	PAD SCOURING GREEN 6 X 9
PAD 1"X20" RED BUFFING CASE	STEEL WOOL KURLY KATE
PAD BLACK STRIPPING 1" X 20"	BAG BIGBELLY COMPACTING
PAD 1"X 20"GREEN SCRUB 5/CASE	DETERGENT POT AND PAN
SHINE PLUS MULTI-PURPOSE	KLEENEX
OIL ABSORBENT,50# BAG,50ABD	DISPENSER FOR HAND SANITIZER
SWEEP COMP 50# BOX RED LION	HAND SANITIZER FOR DISPENSER
SIGN SLIPPERY WHEN WET	PREP PADS STERILE ,200/BOX
PAD WHITE POLISHING 1" X 20"	DUST MOP FRAME
HAND,HAIR AND BODY WASH	DUST MOP 48"
CAN LINER 56 GL 43 X 48 X 16	CLEANER MR. CLEAN
TOWELS TEXAS MULTI	PUMIE SCOURING STICK
BATHROOM TISSUE (COMPACT)	SOAP GOJO FOR DISPENSER
STEEL WOOL SOS SOAP PADS	CLEAN BY PEROXY
MERFIN PAPER TOWELS 7850	WAX PPR FEMININE HYGIENE LINER
DUST MOP 36"	SOFPULL CENTERPULL TISSUE
DISH WASHING SOAP DAWN	PLAZA PLUS SEALER/FINISH 5/GL
LOTION HAND SOAP W/MOISTURIZER	DISPENSER PAPER TOWEL
FOAM TRAY 6-COMPARTMENT	PAPER TOWEL DISPENSER MIO91B
STRAWS INDIVIDUALLY WRAPPED	DISPENSER FOR DEB SOAP
DINNER NAPKIN 1/4 FOLD	DUST MOP HEAD 24"
SPORK	DUST MOP HANDLE
POLY FOOD SERVICE GLOVES MED	PAN LINERS 16-3/8" X 24-3/8"
POLY FOOD SERVICE GLOVES LRG	PLASTIC WRAP
ALUMINUM FOIL	STYROFOAM CUP 8OZ
WIPES LYSOL DISINFECTING	STYROFOAM CUP 16OZ
POLY FOOD SERVICE GLOVES X-LRG	PLATE 6" WHITE SATIN
POLY FOOD SERVICE GLOVES SMALL	PLATE 9" WHITE SATIN
TOILET SEAT	PICNIC PACK S&P/K/F/S
POLY FOOD SERVICE APRON	BUSBOY FOODSERVICE TOWELS
FLOOR SEAL & FINISH 5GL	DISPENSER FOR CLEAN-N-FRESH
WASTE RECEPTACLE 23 GALLON	



**ATTACHMENT B: BID/PRICING FORM**

Date: July 15, 2019

Bidder: Gulf Coast Paper Co Authorized Signature: Nelda Laurel

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
  - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
  - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.
4. Bidders must not write over or revise the bid form. Bidders will be considered Non-Responsive if the bid form is modified.

Item	Description	Discount off Catalog/Pricelist
1	Custodial Paper Products and Dispensers (roll towels, multi-fold towels, tissue, similar related products)	40%
2	Custodial Chemicals	50%
3	Custodial Cleaning Supplies	50%
4	Soap and Skincare Products	50%
5	Trash Receptacles	50%
6	Can Liners	40%
7	Disposable Food Service and Breakroom Supplies	40%
8	Custodial Safety Products	50%
9	Floor Mats	50%
10	All other Custodial Products	50%
<b>Total Three Year Contract Value Not to Exceed \$750,000.00</b>		

## **ATTACHMENT C: INSURANCE REQUIREMENT**

INSURANCE REQUIREMENTS: No insurance requirements necessary for this Supply Agreement; Section 5. Insurance: Bonds. (A) is null for this Supply Agreement.

BOND REQUIREMENTS: No bond requirements necessary for this Supply Agreement; Section 5. Insurance: Bonds. (B) is null for this Supply Agreement.

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

The Supplier warrants that all products supplied under this Agreement are new, quality items that are free from defects when accepted by the City.