

## SUPPLY AGREEMENT NO. 1752

### Veterinary Medicines and Supplies

THIS **Veterinary Medicines and Supplies Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Patterson Veterinary Supply, Inc. ("Supplier"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Supplier has bid to provide Veterinary Medicines and Supplies in response to Request for Bid No. **1752** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Supplier'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 Supplier agree as follows:

- 1. Scope.** Supplier will provide Veterinary Medicines and 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 12 months. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing and 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.** The total value of this Agreement is not to exceed \$380,426.15, 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. 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.
- 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:

Tom Brown  
Animal Care  
361.826.4605  
TomB@cctexas.com

5. **Insurance.** Before performance can begin under this Agreement, the Supplier 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 Supplier 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 Supplier 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 Supplier until such time as the products are delivered and accepted by the City.
7. **Inspection and 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 Supplier, 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 Supplier within 30 days of receipt of City's invoice.
8. **Warranty.**
  - (A) The Supplier 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 Supplier 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 Supplier 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.** Supplier 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 Supplier be considered an employee of the City.
12. **Subcontractors.** Supplier may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid. In using subcontractors, the Supplier is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Supplier. 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 Supplier and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
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 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.
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: Tom Brown  
Management Assistant  
2626 Holly Road, Corpus Christi, Texas 78415  
361.826.4605  
Fax: 361.826.4445

**IF TO SUPPLIER:**

Patterson Veterinary Supply, Inc.  
Attn: Joel M. Funk  
General Counsel  
PO Box 1240, Greeley, Colorado 80632-1240  
800.872.3867  
Fax: 888.724.5836

- 17. SUPPLIER 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 SUPPLIER OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE SUPPLIER OR ITS EMPLOYEES OR AGENTS. 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 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 SUPPLIER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City Manager may terminate this Agreement for Supplier's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Supplier 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.

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

**19. Assignment.** No assignment of this Agreement by the Supplier, 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 Supplier 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.

**20. 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.

**21. 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 Supplier's bid response (Exhibit 2).

**22. Certificate of Interested Parties.** Supplier 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.

**23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for

goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Supplier verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

- 24. 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 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)**

**SUPPLIER**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: PresidentDate: September 4, 2018**CITY OF CORPUS CHRISTI**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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. 1752

Exhibit 2: Supplier's Bid Response

## Attachment A: Scope of Work

### 1. General Requirements/Background Information

The Contractor shall provide veterinary medications and supplies in accordance with the specifications listed herein. These supplies and medicines will be utilized by the Corpus Christi Police Department Animal Care Services Division, Veterinarian, to treat animals. This contract provides unit pricing for specified items to be purchased on an "as needed" basis by the Animal Care Services Division.

### 2. Scope of Work

A. Products – veterinary medications outlined on the contract pricing sheet shall be provided on an as needed basis.

#### B. Delivery

1. Contractor shall make inside delivery to City locations within five calendar days to the addresses specified. All prices are F.O.B. destination, inside delivery to City of Corpus Christi facility, freight prepaid. Expedited forty-eight hour delivery services may be required in some instances; therefore, Contractor must be able to provide such service. Additional freight will be paid only when the City has made a request for expedited delivery.
2. Delivery, as used in this section, means the products have been ordered and received by the City. Receipt of products that do not conform to specifications will not be accepted by the City. Contractor understands and agrees that the City may, at its discretion, cancel any backorders due to the Contractor's inability to deliver the product within the five calendar day stipulation. Cancellations shall be in writing and sent to Vendor by email, fax, or mail. **No restocking fee or payment of any kind shall be owed for orders canceled due to Contractor's inability to meet the five day delivery deadline. Returns to Contractor of late orders received after the cancellation notice has been sent shall be at the Contractors expense.** The City may seek the products from another party if Contractor fails to deliver on time.
3. Delivery must be made during normal working hours, Monday through Friday, 8:00 am to 5:00 pm C.T.

#### C. Defective Goods

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

#### D. Product Expiration



Contractor shall provide supplies and medications with a minimum expiration date of 12 months after the delivery date. Any materials delivered with an expiration date of less than 12 months will be returned to Contractor for credit or replacement at Contractor's expense.

E. Discontinued Items

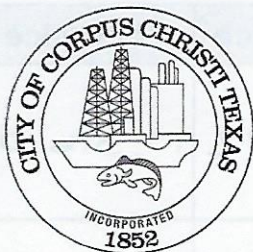
In the event that a manufacturer discontinues particular product(s), the City may allow Contractor to provide a substitute for the discontinued product(s) or delete the product(s) from the contract altogether. If Contractor requests permission to substitute a new product, Contractor shall provide the following to the City:

1. Documentation from the manufacturer that the product has been discontinued.
2. Documentation that names the replacement product.
3. **Documentation that provides clear and convincing evidence that the replacement product meets or exceeds all specifications of the original product.**
4. Documentation that provides clear and convincing evidence that the replacement product will be compatible with all the functions or uses of the discontinued product.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product.
6. These provisions related to product discontinuance apply only to products specifically listed in this solicitation document.

3. **Special Instructions**

All medications and supplies including controlled medications, will be shipped to:

Animal Care Services  
c/o Melissa Draper, DVM  
2626 Holly Road  
Corpus Christi, TX 78402

**Attachment B: Bid/Pricing Schedule****CITY OF CORPUS CHRISTI****BID FORM****PURCHASING DIVISION****RFB No. 1752****Veterinary Medicines and Supplies****PAGE 1 OF 6**Date: 7/13/18Bidder: Patterson Veterinary Supply, Inc.Authorized  
Signature:

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:

- 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.
- Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Purchasing office, pursuant to the Code of Ordinances, is current and true.
- Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
- Bidder acknowledges receipt and review of all addenda for this RFB.

**GROUP 1 - SURGERY**

Item	Description	Unit	Qty	Unit Price	Total Price
1	Ansell Sensi Touch sterile surgical gloves latex powdered size 7 7824PF	Box/50	100	31.25	3,125.00
2	(Polydioxanone Suture Violet monofilament 30" Reverse Cutting FS-1) 2-0 VFS-1 with 3/8 circle 24mm GENERIC Approved 21275028	Box/12	200	58.60	11,720.00
3	(Polydioxanone Suture Violet monofilament 30" Reverse Cutting FS-1) 2-0 VFS-1 3/8 circle 24mm GENERIC Approved 21275028	Box/36	55	58.60	3,223.00
4	(25 Meters-Violet Monofilament Polydioxanone Synthetic Absorbable Sterile Suture on a cassette) 2-0 GENERIC Approved 21275294	Cassette	50	70.89	3,544.50



Item	Description	Unit	Qty	Unit Price	Total Price
5	(Polydioxanone Suture "Violet monofilament 30" Reverse Cutting CP-1) 0-0 1/2 circle 36mm GENERIC Approved 21275029	Box/12	300	57.72	17,316.00
6	(Polydioxanone Suture Violet monofilament 30" Reverse Cutting CP-1) 0-0 1/2 circle 36mm GENERIC Approved 21275029	Box/36	50	57.72	2,886.00
7	(25 Meters-Violet Monofilament Polydioxanone Synthetic Absorbable Sterile Suture on a cassette) 0-0 GENERIC Approved 21275292	Cassette	20	84.20	1,684.00
8	Sterile Surgical Blade Size 10 (100 per box) 21277460	Box 100	50	13.10	655.00
9	Isoflurane, USP 250ml bottles 14043070406	250ml/bottle	60	22.70	1,362.00
10	Marcaïne 0.5% (bupivacaine HCl injection, USP) 50ml Multi-Dose Vial 00409161050 Man. B/O - Not Available	50 ml/vial	60	5.70	342.00
11	Carprofen 50mg/ml Injectable 20ml bottle GENERIC Approved 26637521-02	20 ml/ vial	60	65.40	3,924.00
12	Carprofen 50mg/ml Injectable 50ml bottle GENERIC Approved 21280641	50ml/bottle	60	130.65	7,839.00
13	Carprofen 25mg Chewable 180 tablets GENERIC Approved 441145	Bottle/180	50	55.68	2,784.00
14	Carprofen 75mg Chewable 180 Tablets GENERIC Approved 441146	Bottle/180	50	64.24	3,212.00
15	Carprofen 100mg Chewable 180 Tables GENERIC Approved 441147	Bottle/180	50	81.18	4,059.00
16	Non-Sterile 200 Non-woven Sponges 4"x4", 4 PLY PV-3554	Box/10	50	1.75	87.50
17	Endotracheal Tube 3.0 5030	Single	15	1.35	20.25
18	Endotracheal Tube 3.5 5035	Single	15	1.35	20.25
19	Endotracheal Tube 4.0 5040	Single	15	1.35	20.25
20	Endotracheal Tube 4.5 5045	Single	15	1.35	20.25
21	Endotracheal Tube 5.0 5050	Single	15	1.35	20.25
22	Endotracheal Tube 5.5 5055	Single	15	1.35	20.25
23	Endotracheal Tube 6.0 5060	Single	30	1.35	40.50
24	Endotracheal Tube 6.5 5065	Single	30	1.35	40.50
25	Endotracheal Tube 7.0 5070	Single	30	1.35	40.50
26	Endotracheal Tube 7.5 5075	Single	30	1.35	40.50
27	Endotracheal Tube 8.0 5080	Single	30	1.35	40.50
28	Endotracheal Tube 8.5 5085	Single	30	1.35	40.50



Item	Description	Unit	Qty	Unit Price	Total Price
29	Endotracheal Tube 9.0 5090	Single	30	1.35	40.50
30	Endotracheal Tube 9.5 5095	Single	30	1.35	40.50
31	Endotracheal Tube 10.0 5100	Single	30	1.35	40.50
32	Endotracheal Tube 11.0 5110	Single	15	8.45	126.75
33	Surgical Drape Material 300 yards 38.5 inches 2345	Box/300 yards	12	81.30	975.60
34	Carb O2 Lime Sodasorb 5 gal 55-01-0025	5 Gallon	20	79.10	1582.00
35	Chlorohexidine Solution 2% gallon 11584915	1 Gallon	5	6.60	33.00
36	Chlorohexidine Scrub 2% gallon 1280010	1 gallon	5	15.35	76.75
37	Blue Medicine Vial Medium 400 ct 8 dram 889215003859	Box	3	39.25	117.75
38	Ketchum Animal Tattoo 1 ounce green 50276PG5	Tube	10	6.25	62.50
39	3M Vetbond Tissue Glue .1 fl ounce (3ml) 14695B	Tube	30	14.55	436.50
40	Ear Loop Masks 2 ply Jorvet 50733	Box/50	5	4.15	20.75
41	21" Bouffant Caps GENERIC Approved 7 321B	Box	5	4.35	21.75
42	Steam Indicator Tape 26800400	Roll	15	2.75	41.25
43	Allowance: Expedited Delivery	Lump Sum	1	\$125.00	\$125.00

**GROUP 1 - TOTAL** 71,868.60

**GROUP 2 - ANESTHETICS**

Item	Description	Unit	Qty	Unit Price	Total Price
44	Ketamine 100mg/ml 10ml vial GENERIC Approved 5098916106	10ml vial	200	5.09	1,018.00
45	Torbugesic 10mg/ml 50ml bottle GENERIC Approved 81799008	50ml/Bottle	20	162.07	3,241.40
46	Hydromorphone 2mg/ml (20 ml) Order w/ 222 form GENERIC Approved 641234141-Magn. B/O-Not avail.	20ml/Bottle	80	17.70	1,416.00
47	Acepromazine 10mg/ml 50ml bottle GENERIC Approved VEDC207	50ml/Bottle	5	19.25	96.25
48	Xylazine 100mg/ml 50ml bottle GENERIC Approved 1x41003	50ml/Bottle	5	17.35	86.75
49	Medetomidine .5mg/ml 10ml vial GENERIC Approved 1703300510	10ml Vial	60	108.68	6,520.80
50	Simbabol 1.8ml 10ml 54771413110	10ml Vial	2	217.00	434.00



Item	Description	Unit	Qty	Unit Price	Total Price
51	Midazolam 5mg/ml 10ml vial GENERIC Approved 17478052410	10ml Vial	300	6.98	2,094.00
52	Allowance: Expedited Delivery	Lump Sum	1	\$125.00	\$125.00
GROUP 2 - TOTAL					15,032.20
GROUP 3 - VACCINATIONS					
53	Nobivac Shelter Contract DHPP vaccine injectable 1ml ends 065288 Feb. 2019	Single ml Vial	10,000 doses	2.78	27,800.00
54	Bordetella bronchiseptica intranasal 1 ml Nobivac contract ends 2/19 65310	Single ml Vial	10,000 doses	2.72	27,200.00
55	Nobivac contract ends Feb. 2019 Rabies 3 year vaccine 65448	Single ml Vial	10,000 doses	1.03	10,300.00
56	Nobivac contract ends Feb. 2019 FVRCP vaccine injectable 1 ml 65266	Single ml Vial	5,000 doses	2.13	10,650.00
57	Revolution 85.1 - 130# GENERIC Approved 10004930	Carton Box/6	8 card doses	93.00	93.00
58	DHPP (Canine Distemper-Adenovirus) Type 2 - Para influenza-Parvo Virus Vaccine Nobivac Contract ends 02/19 065288	Box/25	5,000	69.50	13,900.00
59	Vanguard Intranasal B (IN) Bordetella Bronchiseptica Vaccine - Avirulent Live Culture Shelter pricing only avail. direct from Zoetis	Box/25	5,000	N/A	N/A
60	Felocell 4 - Feline Rhinotracheitis - Calici-Parvovirus-Chlamydia Psittaci Vaccine Shelter Pricing only avail. direct through Zoetis	Box/25	5,000	N/A	N/A
61	Defensor 3 - Rabies Vaccine - Killed Virus Single Dose Vials Shelter pricing only avail. direct from Zoetis	Single ml vial	10,000	N/A	N/A
62	Rimadyl 50mg/ml (carprofen) 26637-521-02 injectable - GENERIC Approved	Single ml vial	10,000	2.613	26,130.00
63	Heartworm Tests - Idexx Heartworm Snap Tests Abaxis: 200-1502	Box/30 100	10,000	252.00	25,200.00
64	Parvo Tests - Idexx or (Abaxis) 230-0000-20	Box/10 20	5,000	232.20	58,050.00
65	Allowance: Expedited Delivery	Lump Sum	1	\$125.00	\$125.00
GROUP 3 - TOTAL					199,448.00
GROUP 4 - MEDICAL SUPPLIES					
Item	Description	Unit	Qty	Unit Price	Total Price
66	Artificial Tears Ointment (Lubricant Ophthalmic Ointment (Sterile) 1/8 oz 212790-16 sold by each	12 per package	20	40.80	816.00
67	Strongid T (pyrantel pamoate) 1 qt	Quart bottle	50	24.45	1,222.50
68	Panacur (fenbendazole) Suspension 10% (100 mg/ml) 1,000ml 69267	1,000 ml Bottle	100	114.32	11,432.00



Item	Description	Unit	Qty	Unit Price	Total Price
69	<sup>100S</sup> Heartworm antigen test <sup>200-1502</sup>	Varies	6,000 tests	2.52	15,120.00
70	<sup>25ct</sup> FeLV antigen and FIL antibody test <sup>250-0000-25</sup>	Varies	3,000 tests	12.15	36,450.00
71	1ml Nipro Syringes w/o needles (Sterile); <b>Alternate: Terumo</b> JD+01T	Box/100	100	7.35	735.00
72	1ml Syringes w/25g x 5/8" Needle (Sterile) JD+01T2516	Box 100	100	8.65	865.00
73	3ml Syringes w/22g x 3/4" Needle (Sterile) JD+0352219	Box 100	100	5.75	575.00
74	Insulin Syringe 2/29g x 1/2" Needle U-100 100ct (.5cc syringes) 26028	Box/100	20	9.00	180.00
75	3ml Syringes w/20g Needle JD+0352025	Box/100	100	5.75	575.00
76	Plain Microscope Slides 72ct-Clear Glass - Ground edges - 1" x 3" 1.0mm x 1.2 mm Thick JO33F	Box/72	20	3.00	60.00
77	Microscope Cover Slips JO336	Box	24	2.25	54.00
78	Nipro Syringes 5ml w/o needle <b>Alternate: Terumo</b> JD+05S	Box <del>50</del> 100	30	7.90	237.00
79	Nipro Syringes 10ml w/o needle <b>Alternate: Terumo</b> JD+10S-WEI	Box/100	30	9.05	271.50
80	Nipro Syringes 20ml w/o needle <b>Alternate: Terumo</b> JD+20ES	Box/50	30	11.15	334.50
81	Powdered Latex exam gloves size Small. <b>Alternate: non-powdered neoprene gloves</b> 21262295	Box/100	20	4.90	98.00
82	Powdered Latex exam gloves size Large <b>Alternate: non-powdered neoprene gloves</b> 21262293	Box/100	20	4.90	98.00
83	<del>Activyl Plus 88-132 lbs</del> <sup>Provetra 55+</sup> <del>91384-3XL DOG</del> <sup>4x4 PK</sup> Box/ <del>6</del> 6	<del>Box/6</del> 6	<del>40</del> 60	71.80	4,308.00
84	Amber Medicine Vial 100ct 2 ounce - 16dram. <b>Can be liquid or pill form</b> 78497867	Box/100 ct	10	25.15	251.50
85	Terramycin ophthalmic ointment 1/8 oz. tube 10000474	<del>Sold by each</del> <sup>Pkg/12</sup>	10	153.00	1,530.00
86	Praziquantel Injectable 56.8mg/ml GENERIC Approved 1PRA004	Box/50ml	10	322.75	3,227.50
87	Cephalexine (Rilexine) 300mg <del>GENERIC Approved</del> 7630	Bottle/500	20	40.00	800.00
88	Minocycline 100mg GENERIC Approved 65862021105	Bottle/500 ct	10	182.00	1,820.00
89	Minocycline 50mg GENERIC Approved 13668048201	Bottle/500 ct	10	21.20	1,060.00
90	Metronidazole 250mg GENERIC Approved 2930002601	Bottle/100 tab	10	6.55	65.50



Item	Description	Unit	Qty	Unit Price	Total Price
91	Terbinafine 250mg GENERIC Approved 51991052633	Bottle/30 tab	20	4.00	80.00
92	Prednisone 10mg GENERIC Approved 591544210	Bottle/1000	2	108.05	216.10
93	Carprofen 100mg caplets GENERIC Approved 21277623	Bottle/180	30	58.95	1,768.50
94	Carprofen 25mg caplets GENERIC Approved 21277619	Bottle/180	30	39.00	1,170.00
95	Carprofen 75mg caplets GENERIC Approved 21277621	Bottle/180	30	48.00	1,440.00
96	Lime Sulfur dip concentrated 1 gallon GLDW	Gallon	10	71.86	822.30
97	Dexamethasone Injectable 50ml/bottle 2mg/ml 15761817	50ml	2	3.95	7.90
98	<del>Novartis</del> <del>ivomec</del> 1% Solution Injectable 500ml 6460012610	500ml Bottle	2	71.85	143.70
99	Elizabethan Collar (buster style) Sz. 12.5 21281106	Single	50	1.35	67.50
100	Elizabethan Collar (buster style) Sz. 15.0 21281107	Single	50	2.20	110.00
101	Elizabethan Collar (buster style) Sz. 20 21281108	Single	100	2.45	245.00
102	Elizabethan Collar (buster style) Sz. 25.0 21281109	Single	100	3.00	300.00
103	Elizabethan Collar (buster style) Sz. 30.0 21281290	Single	100	3.80	380.00
104	35 Gallon Sharps Container 31314886	Single	20	7.30	146.00
105	Canine Parvo SNAP test 230-0000-20 Abaxis	Varies 20	300 tests	232.20	3,483.00
106	Epinephrine 1:1000 1mg/ml 30ml bottle GENERIC Approved	30ml bottle	5	14.65	73.25
107	Empty 30ml Vials 409-5816-31	Box/1225	84	68.45	273.80
108	Gabapentin 100mg capsules 500 count GENERIC Approved 45963055350	500ct bottle	20	10.65	213.00
109	Gabapentin 400mg capsules 500 count GENERIC Approved 67877022405	500ct bottle	20	25.60	512.00
110	<del>Novartis</del> Penicillin G Procaine suspension 250 ml bottle 300,000 units/ml 870-6033010670	250ml bottle	40	10.45	418.00
111	Allowance: Expedited Delivery	Lump Sum	1	\$125.00	\$125.00
GROUP 4 - TOTAL					94,181.05
					\$94,077.35

SPECIAL PRICING NOTE: The prices quoted above are firm for 180 days from the date the contract is awarded. Thereafter, prices may be increased after written notice from Patterson Veterinary Supply, as and when manufacturers of the products change their prices. Any such price change will be the same percentage as the manufacturer's price increase.

SPECIAL WARRANTY NOTE: Patterson Veterinary Supply is not the manufacturer of the products quoted above. Patterson Veterinary Supply warrants merchantable title to the products, free of liens, claims or encumbrances. All products carry only their respective manufacturer's warranty with respect to defects, materials, workmanship, or fitness for any intended purpose. Patterson Veterinary Supply will use commercially reasonable efforts to assist with any manufacturer warranty claims.

## Attachment C: Insurance and Bond Requirements

### A. CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of the subcontractor has been obtained.
2. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability policy **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

Construction contracts including excavation at (3) three feet or more requires Pollution Liability Coverage. In addition Construction contracts of more than (5) five million dollars require Umbrella Liability Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury 7. Underground Hazard (If Applicable)	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

3. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.



B. ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
3. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

4. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
  - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

5. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements  
Animal Care Services  
Animal Care Supply  
06/06/2018 sw Risk Management  
Valid Through 12/31/2018

No Bond is required for this agreement

## **Attachment D: Warranty Requirements**

All products carry only their respective manufacturer's warranty with respect to defects, materials, workmanship, or fitness for any intended purpose. Contractor shall use commercially reasonable efforts to assist with any manufacturer warranty claims.