

SUPPLY AGREEMENT NO. 2157

Ridgid Tools

THIS **Ridgid Tools Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Sheinberg Tool Company ("Supplier"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Supplier has bid to provide Ridgid Tools in response to Request for Bid No. **2157** ("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 Ridgid Tools 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 3 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 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.** This Agreement is for an amount not to exceed \$122,616.71, 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. 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 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.** 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 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 30th 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 unless the subcontractors were named in the bid or in an attachment to this Agreement. 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 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 Supplier 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 SUPPLIER:

Sheinberg Tool Company
Attn: Andrew Sheinberg
Title: President
Address: 4575 Ayers, St., Corpus Christi, TX 78405
Phone: 361-888-9231
Fax: 361-888-7068

- 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 comply with any of the terms 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 if required by said statute.
- 23. Governing Law.** Supplier 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.
- 24. 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: Andrew J. Sheinberg

Printed Name: Andrew J. Sheinberg

Title: President

Date: 6-10-19

CITY OF CORPUS CHRISTI

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. 2157
Exhibit 2: Supplier's Bid Response

ATTACHMENT A: SCOPE OF WORK

1. General Requirements/Background Information

The City uses and stocks Ridgid tools at the City Warehouse for use by the City Departments.

2. Scope of Work

- A. The Supplier will provide Ridgid tools of various types as outlined on Bid/Pricing Schedule, such as pipe cutters, wrenches, ratchets, etc.
- B. The Supplier will cross reference the City's stock number listed on the Bid/Pricing schedule. The City agrees not to change the stock numbers assigned to each item for the duration of the contract.

3. Supplier Quality Control and Superintendence

All Ridgid tools will be defect free, properly packed and shipped to ensure a safe delivery.

4 Special Instructions

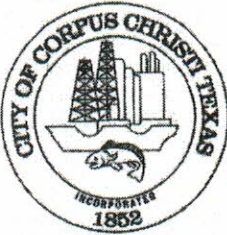
A. Ordering and Delivery

- 1. City will place an order on as needed basis.
- 2. Supplier shall ship the materials within 2 weeks' 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. Supplier must send Technical data sheet along with the delivery of the material. 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, Supplier shall arrange return shipment or shipping charge will be reimbursed from the invoice.
- 6. Supplier understands and agrees that the City may, at its discretion, cancel any backorders due to the Supplier's inability to deliver the product within the set time frame.
- 7. Cancellations shall be in writing and sent to Supplier by email, fax or mail.
- 8. No restocking fee or payment of any kind shall be owed for orders cancelled due to Supplier's inability to meet the deadline delivery date.

B. Defective Goods

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

ATTACHMENT B: BID/PRICING SCHEDULE



CITY OF CORPUS CHRISTI PURCHASING DIVISION BID FORM—Revised Addendum 1

RFB No. 2157
Ridgid tools

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Date: 4-23-19

Bidder: Sheinberg Tool Co

Authorized Signature: And J. Kling

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 Purchasing 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	City Stock #	Description	UNIT	3 YR QTY	Unit Price	Total Price
1	2437	RIDGID CUTTER PIPE SINGLE BLADE 2"-4" #32840	EA	9	362 ²²	3266.28
2	3023	RIDGID RATCHETING PVC SHEARS 1"-1/2" (#RC-2375) #30088	EA	219	8843	19366 ¹²
3	2438	RIDGID CUTTER PIPE 4 BLADE 3/4"-2" #32870	EA	21	150 ⁸¹	3167.01
4	2460	RIDGID DIE HEAD COMPLETE 1/2" #37390	EA	9	92	828.00
5	2461	RIDGID DIE HEAD COMPLETE 3/4" #37395	EA	9	92	828.00
6	2462	RIDGID DIE HEAD COMPLETE 1" #37400	EA	33	112.38	3708.54
7	2463	RIDGID DIE HEAD COMPLETE 1-1/4" #37405	EA	15	116.26	1743.90

Item	City Stock #	Description	UNIT	3 YR QTY	Unit Price	Total Price
8	2464	RIDGID DIE HEAD COMPLETE 1-1/2" #37410	EA	12	129.25	1551.00
9	2465	RIDGID DIE HEAD COMPLETE 2" #37415	EA	9	129.25	1163.25
10	2466	RIDGID RATCHET & HANDLE #38555	EA	18	70.34	1266.12
11	2467	RIDGID SEGMENTS 1/2" #37825	EA	9	37.84	340.56
12	2468	RIDGID SEGMENTS 3/4" #37830	EA	9	37.84	340.56
13	2469	RIDGID SEGMENTS 1" #37835	EA	60	39.91	2394.60
14	2470	RIDGID SEGMENTS 1-1/4" #37840	EA	27	41.80	1128.60
15	2471	RIDGID SEGMENTS 1.5" #37845	EA	15	49.84	747.60
16	2472	RIDGID SEGMENTS 2" #37850	EA	27	44.80	1209.60
17	2828	RIDGID PIPE ALUMINUM HANDLE 14" #31095	EA	60	44.16	2649.60
18	2831	RIDGID ALUMINUM PIPE WRENCH 18" 31100	EA	72	53.81	3874.32
19	2833	RIDGID ALUMINUM PIPE WRENCH 24" 31105	EA	75	83.85	6288.75
20	2830	RIDGID ALUMINUM PIPE WRENCH 36" #31110	EA	36	149.62	5386.32
21	2823	RIDGID WRENCH 6" PIPE #31000	EA	204	15.20	3100.80
22	2824	RIDGID WRENCH 8" PIPE #31005	EA	27	19.43	524.61
23	2825	RIDGID WRENCH 10" PIPE #31010	EA	81	20.50	1660.50
24	2826	RIDGID WRENCH 12" PIPE #31015	EA	96	23.56	2261.76
25	2827	RIDGID WRENCH 14" PIPE #31020	EA	96	25.84	2480.64
26	2829	RIDGID WRENCH 18" PIPE #31025	EA	63	37.37	2354.31
27	2832	RIDGID WRENCH 24" PIPE #31030	EA	21	60.48	1270.08
28	2834	RIDGID WRENCH 36" PIPE #31035	EA	9	132.73	1194.57
29	2835	RIDGID WRENCH 48" PIPE #31040	EA	9	203.75	1833.75
30	2836	RIDGID WRENCH OFFSET PIPE 14" #89435	EA	408	45.55	18584.40
31	2445	RIDGID CONDUIT BENDER 1"X3/4"X6.5" #35225	EA	9	72.38	651.42

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Item	City Stock #	Description	UNIT	3 YR QTY	Unit Price	Total Price
32	3028	RIDGID VISE BENCH PIPW 1/8"-4" #40100	EA	27	267.89	7219.53
33	3024	RIDGID BLADE REPLACEMENT #30093	EA	69	27.52	1898.88
34	2440	RIDGID BLADE PIPE CUTTER 2"- 4" 33120	EA	15	11.24	168.60
35	2439	RIDGID BLADE PIPE CUTTER 1/8"- 2" #33105	EA	24	8.83	211.92
36	2441	RIDGID TUBING CUTTER 1/8"- 1" #32910	EA	48	24.53	1177.44
37	2444	RIDGID TUBING CUTTER #33165	EA	228	5.20	1185.60
38	2443	RIDGID CUTTER TUBING 5/8"-2-1/8" #32930	EA	129	54.28	7002.12
39	2442	RIDGID CUTTER TUBING #32920	EA	60	28.74	1724.40
40	2436	RIDGID CUTTER PIPE SINGLE BLADE #32820	EA	9	139.62	1256.58
** Grand Total						119,010.69

**Contract includes an annual 3% unit price increase.

Year 1 Total \$ 39,670.23
Year 2 Total \$ 40,860.34 (Year 1 plus 3%)
Year 3 Total \$ 42,086.15 (Year 2 plus 3%)
Grand Total \$ 122,616.71


Andrew Sheinberg, President Date 6-4-19
Sheinberg Tool Company

ATTACHMENT C: INSURANCE REQUIREMENT

Section 5. is null to this Service 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.