

### Renewal Agreement No. 3

Admiral Express agrees to the following as listed in our 2014 bid. Pricing will be cost + (plus) 5%. We agree to provide 50 items 25% below cost. We agree to provide 8.5x11 copy paper for \$28.99 per carton of 5000 sheets. Admiral Express will pay to the City of Broken Arrow a 2% rebate in the form of a credit, to be paid out quarterly. No products or categories will be excluded from this rebate.

#### **Irrevocable Offer.**

Admiral Express, Inc. understands and acknowledges that its signature on this Agreement constitutes and irrevocable offer to provide the goods and/or services to the City of Broken Arrow. There is no contract unless and until the City's Mayor executes this Agreement accepting Admiral Express, Inc's offer. No City officer, employee or agent except the Mayor has the authority to award contracts or legally obligate the City to any contract. Any goods and/or services Admiral Express, Inc. provides to the City before this agreement is executed by City shall be at Admiral Express, Inc. risk, and City shall have no obligation to pay for any such Goods and/or Services provided before this agreement is executed by City.

#### **Documents Comprising the Agreement.**

This Purchase Agreement includes the entire Invitation For Bid (i.e., the entire request for bid packet, which includes, but is not limited to, the (i) affidavits, (ii) Instructions, terms and Conditions For Bidders, (iii) Specifications, and (iv) any addenda or amendments and (v) Admiral Express, Inc. Offer, and such are incorporated herein as if set forth at length herein. In the event of conflicting or ambiguous language, the parties shall be governed first according to the Invitation to Bid document, and second according bid/lease/maintenance agreement.

#### **Warranties.**

Admiral Express, Inc. expressly warrants that all Goods and/or Services covered in the Agreement will conform to the specifications attached and incorporated herein, and further warrants that the same shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of acceptance or installation by City, whichever is later, or for such period beyond one (1) year as Admiral Express, Inc. may provide in its offer. In no event shall Admiral Express, Inc. be allowed to disclaim or otherwise limit the express warranties set forth herein.

#### **Warranty Remedies.**

City shall notify Admiral Express, inc. if any of the Goods and/or Services fail to meet the warranties set forth above, and Admiral Express, Inc. shall promptly correct, repair or replace the same at Admiral Express, Inc. sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Admiral Express, Inc., Admiral Express, Inc. shall pay all expenses related to the return

of such Goods to Admiral Express, Inc.

**No Indemnification by City.**

Admiral Express, Inc. understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma Law, City shall not indemnify nor hold Admiral Express, Inc. harmless for loss, damage, expense or liability arising from or related to the Agreement, including any attorneys' fees and costs. In addition, Admiral Express, Inc. shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of the Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.

**Indemnification by Seller.**

Admiral Express, Inc. agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented appliances, products or processes provided by Admiral Express, Inc. hereunder. Admiral Express, Inc. shall pay all royalties and charges incident to such patents.

**No Insurance by City**

If city is leasing Goods herein, City shall not be required to obtain insurance for Admiral Express, Inc. property. Admiral Express shall be solely responsible for any Insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. ? 151 et. Seq.).

**No Confidentiality**

Admiral Express, Inc. understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. ? 24.1 et. Seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Admiral Express, Inc. pursuant to this Agreement that would be inconsistent with City Compliance with its statutory requirements thereunder.

**Pricing**

Admiral Express, Inc. agrees to supply to customer those office products and services as set forth in this contract. Prices are net to the customer and held firm for one year. Customer pricing is set at suppliers cost plus 5%. Admiral Express, Inc. also agrees to offer a selected group of 50 item of customers choice at 25% below suppliers cost.

**Right to Audit**

The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and /or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Admiral Express, Inc. is required to retain all records related to this Agreement for the duration of the contract term and for a period of three years following completion and/ or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period,

shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

**Severability Provision**

If any term or provision herein is determined to be illegal or unenforceable, the remainder of the Agreement will not be affected thereby. It is the intension of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

**Term**

This contract provides for, at the option of the City of Broken Arrow, up to 4 (four) annual review periods based on available funding.

The undersigned individual states that s/he has authority to bind Admiral Express, Inc. to this Agreement, that s/he has read and understands the terms of this Agreement, and that Admiral Express, Inc. agrees to be bound by this Agreement and its incorporated documents and Admiral Express, Inc. offer

Effective Date: July 1, 2017

End Date: August 31, 2018

The parties here to have as of the date set forth above hereunto set their hands and seals:

Admiral Express, Inc.  
By: Kim Biggs  
Name: KIM BIGGS  
Title: Sales Rep  
Date: 4-14-17

City of Broken Arrow  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
ASSISTANT CITY ATTORNEY