



## CO-OPERATIVE PURCHASE AGREEMENT NO. 7038

### Labatt Food and Food Related Supplies

THIS **Labatt Food and Food Related Supplies Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Labatt Food Service, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor has agreed to provide Food and Food Related Supplies in accordance with its agreement with Texas 20 #'s 3315, 3316, 3419, 3521 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor will provide Food and Food Related Supplies in accordance with the attached Statement 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.
- 3. Term.** The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to one additional one-year period ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. 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.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$500,000.00, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, 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.

Invoices must be mailed to the following address:

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

- 5. 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: Liza Nino-Elizalde  
Department: Parks & Recreation  
Address: 400 Mann Street, Suite 200, Corpus Christi, TX 78401  
Phone: 361-826-3026  
Fax: N/A

**IF TO CONTRACTOR:**

Labatt Food Service, LLC  
Attn: Mike Martin  
Title: Sales  
Address: 849 James St., Corpus Christi, TX 78408  
Phone: 361-299-1470 ext. 6005  
Fax: N/A

- 6. Governing Law.** This Agreement is subject to all applicable federal, State, and local laws, rules, and regulations, and the Contractor shall comply with all such applicable laws, rules, and regulations in the completion of the Services and 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 forum for such disputes is the appropriate district or county court in and for Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, the Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, the Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. In accordance with Chapter 2276, Texas Government Code, the Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
- 7. Entire Agreement.** This Agreement, along with the Co-operative 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]



## ATTACHMENT A: SCOPE OF WORK

**It is the City's intent to enter into a Supply Agreement for these items. The City will be requesting these items on an as needed basis over the life of the Agreement. All terms and conditions including pricing will remain fixed for the duration of the Agreement.**

**PROJECT NAME:** Food and Food Related Supplies

**PROJECT ADDRESS:** 4101A Old Brownsville Rd., Bldg. #9, Corpus Christi, Texas 78405

### **SCOPE OF WORK:**

This scope of work outlines the responsibilities, deliverables, and expectations for the food delivery services provided by Labatt Food Service to the City of Corpus Christi. The goal is to ensure timely, safe, and efficient delivery of food and food related products from the distributor's facility to the address listed above.

Supplier shall:

- a) Ensure consistent and timely delivery of food products.
- b) Maintain food safety and quality during transportation.
- c) Provide accurate documentation and inventory tracking.
- d) Support client operations with reliable logistics.
- e) Maintain proper storage and handling of food items.
- f) Ensure delivery vehicles are clean, and temperature controlled.
- g) Communicate any delays or issues promptly.
- h) Adhere to local, state, and federal food safety regulations.
- i) Purchasing utilizing Texas 20 Cooperative contracts:
  - i. 3315-E2 Main Food
  - ii. 3316-E2 Specialty Food
  - iii. 3419-E1 Ice Cream
  - iv. 3521 Texas 20 Paper and Chemical

Delivery Terms: FOB Destination/inside delivery

Point of Contact: Shelby Houston at 361-826-4123 or [shelbyh@corpuschristitx.gov](mailto:shelbyh@corpuschristitx.gov)

ATTACHMENT B: PRICING SCHEDULE

CITY OF CORPUS CHRISTI  
QUOTE FORM

1. Refer to Contract Terms and Conditions before completing quote.
2. Quote your best price, including freight, for each item.
3. In submitting this quote, Contractor certifies that the prices in this quote have been arrived at independently, without consultation, communication, or agreement with any other contractor or competitor, for the purpose of restricting competition with regard to prices.

Invitation to quote, FOB Destination, Freight Included, on the following:

| DESCRIPTION  | QTY | UNIT | Total Not to Exceed |
|--|-----|------|---------------------|
| Labatt Food and Food Related Products<br>Texas 20 Contract No. - 3315-E2 Main Food, 3316-E2<br>Specialty Food, 3419-E1 Ice Cream, 3521 Paper and<br>Chemical | 1   | EA   | \$500,000.00        |

COMPANY: Labatt Food Service

NAME OF PERSON AUTHORIZED TO SIGN: Mike Martin

ADDRESS: 349 James St

CITY / STATE / ZIP Corpus Christi, TX, 78408

PHONE: 361-299-1470

EMAIL: mmartin@labattfood.com

FAX:

DATE: 5/13/20

SIGNATURE: 

TITLE: Sales Representative

THE CITY RESERVES THE RIGHT TO REJECT OR CANCEL ANY OR ALL QUOTES. TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE QUOTES RECEIVED AND TO CANCEL OR POSTPONE THIS PROJECT UNTIL A LATER DATE.