



## CO-OPERATIVE PURCHASE AGREEMENT NO. 6790

### Purchase of Refuse and Recycling Carts

THIS **Purchase of Refuse and Recycling Carts Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Schaefer Plastics North America, 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 refuse and recycling carts in accordance with its agreement with Sourcewell #120324-SFR (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 refuse and recycling carts 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 zero additional zero-year periods ("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 \$602,477.46, 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: Gabriel Maldonado  
Title: Contracts/Funds Administrator  
Address: 2525 Hygeia St., Corpus Christi, Texas 78415  
Phone: 361-826-1986  
Fax: 361-826-1971

**IF TO CONTRACTOR:**

Schaefer Plastics North America, LLC  
Attn: Travis McAlister  
Title: Director, Municipal Sales & Technology I Waste Technology Division  
Address: 10301 Westlake Dr., Charlotte, NC 28273  
Phone: 704-731-1610  
Fax: N/A

6. **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.
7. **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 forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, 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 Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

[Signature Page Follows]



*Handwritten signature*

Brett Belda (Sep 12, 2025 18:05:40 EDT)

Brett Belda

CEO

09/12/2025

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Assistant Director, Finance &amp; Procurement

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

Assistant City Attorney Date

Purchasing Manager \_\_\_\_\_ Date \_\_\_\_\_

Attachment A: Scope of Work  
Attachment B: Bid/Pricing Schedule

Attachment B: Bid/Pricing Schedule

Co-operative Agreement: Sourcewell #120324-SFR

## **ATTACHMENT A: SCOPE OF WORK**

The Contract shall supply approximately 9,126 Schaefer Plastics North America LLC, based on Sourcewell, Contract Number 120324-SFR. The City will require pricing for approximately 9,126 of the 95 Gallon USD95Q Trash Carts in Brown (BN1) and 4,212 of the 95 Gallon USD95Q Recycling Carts in Blue (BL1).

The Contract shall be responsible for manufacturing and delivering waste carts, recycling carts, cart parts, bins, and related products and services.

1. The cart will be manufactured from high-density polyethylene (HDPE).
2. The cart will have an ultraviolet (UV) inhibitor to prevent deterioration and shattering.
3. The cart will be manufactured with a smooth, non-textured surface inside and no sharp edges on the outside.
4. The cart will be manufactured with a narrow width to fit through a 30-inch door opening. It must also have a foot-operated tilt feature in the axle area to facilitate easy tipping.
5. The cart will be furnished with two plastic-molded, minimum 1 3/4" cross-section snap-on wheels, each furnished with an inner lock pin made from corrosion-resistant material. Cart wheels for the 95/96-gallon carts must have a minimum diameter of 10 inches.
6. The cart will be furnished with a 5/8-inch minimum solid steel axle with a corrosion-resistant coating that is securely attached to the body by molded axle retainers. The axle must slide in the cart bottom and must not be exposed to the contents inside the container. Metal attachments are not acceptable.

### **CART MARKING**

1. Manufacturer Information: Carts will permanently be identified with 1) manufacturer's name or trademark, 2) model, 3) year and month of manufacture, 4) manufacturer's maximum load weight rating, and 5) volumetric capacity.
2. The City logo will be inscribed or hot-stamped in white on both sides of the cart's body. Decals, stickers, or surface paint are not acceptable. Final art approval is at the discretion of the City's Point of Contact. The logo will be a rectangle, and the sizes will be per cart size.

### **DELIVERY OF CARTS**

The Contractor shall make deliveries of waste carts and recycling carts within 45 calendar days after the date of the purchase order. In cases where the delivery and availability will be delayed, the Contractor shall notify the City's Point of Contact within 48 hours from the date of the purchase order.

**CART WARRANTY**

The Contractor shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum of ten years on all carts after the date of acceptance of the product.

**City's Point of Contact:**

Gabriel Maldonado  
Contracts/Funds Administrator  
361-826-1986  
[GabrielM3@cctexas.com](mailto:GabrielM3@cctexas.com)

## ATTACHMENT B: PRICING SCHEDULE

Schaefer Plastics North America, LLC  
10301 Westlake Dr  
Charlotte, NC 28273  
USA  
Phone: (704) 588-2150



### SOURCEWELL CONTRACT #120324-SFR

<b>Quote #:</b> 034638-2 <b>Date:</b> 10/01/2025 <b>Quote Expiration:</b> 9/30/2026 <b>Terms:</b> Net30 <b>FOB:</b> PPD <b>Lead Time:</b> 3-4 Weeks ARO	<b>Requested by:</b> Gabriel Maldonado  <b>Bill to:</b> City of Corpus Christi 2525 Hygeia Streets & Solid Waste Services Corpus Christi, TX 78415-4117 USA  <b>Ship to:</b> City of Corpus Christi 2525 Hygeia Streets & Solid Waste Services Corpus Christi, TX 78415-4117 USA (361) 880-3651
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\*\*Pricing is good until September 30th, 2026\*\*

Line	Quantity	Item number	Description	Unit price	Net amount
1	9126	95Q.000	USD95Q 95 GALLON BAR CART  -10" PLASTIC WHEELS -BROWN BODY AND LID -HOT STAMP ON BODY -FREIGHT INCLUDED IN UNIT PRICE -TRASH CART  Body: BN1 Lid: LIDBN1	\$44.57	\$406,745.82
2	4212	95Q.000	USD95Q 95 GALLON BAR CART  - 10" PLASTIC WHEELS - BLUE BODY AND LID - HOT STAMP ON BODY, IML ON LID - FREIGHT INCLUDED IN UNIT PRICE - RECYCLE CART  Body: BL1 Lid: LIDBL1	\$44.57	\$187,728.84
3	4212	WTD.IN-MOLD CUSTOM	CUSTOMIZED IN-MOLD LABEL FROM EXISTING CUSTOMER ARTWORK RECYCLE IML	\$1.90	\$8,002.80
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)					\$0.00
Total					\$602,477.46

All sales transactions are subject to Schaefer Plastics North America, LLC. – General Terms and Conditions of Purchase in effect at the time of sale, published on our websites: <https://schaeferwaste.com>.

\* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

\* Orders with custom hot stamps are non-cancelable

Schaefer Plastics North America, LLC  
10301 Westlake Dr  
Charlotte, NC 28273  
USA  
Phone: (704) 588-2150



## QUOTATION

Quote #: 034638-2

Requested by: Gabriel Maldonado

Date: 10/01/2026

Agreed and accepted by:

Stephen Redfern  
Sr. Director of Municipal Sales

Name & Title

9/04/2025

Date

Date

All sales transactions are subject to Schaefer Plastics North America, LLC. – General Terms and Conditions of Purchase in effect at the time of sale, published on our websites: <https://schaeferwaste.com>.

\* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

\* Orders with custom hot stamps are non-cancelable