



## CO-OPERATIVE PURCHASE AGREEMENT NO. 6036

### Refuse and Recycling Carts for Solid Waste Services

THIS **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 Rehrig Pacific Company ("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 OMNIA Partners #00254 (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 \$675,324.00, 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: Gabriel Maldonado  
Title: Contracts/Funds Administrator  
Address: 2525 Hygeia, Corpus Christi, Texas 78415  
Phone: 361-826-1986  
Fax: 361-826-1971

**IF TO CONTRACTOR:**

Rehrig Pacific Company  
Attn: Ryan Paulk  
Title: Director of Sales-Operation  
Address: 635 West Mockingbird Lane, Dallas, Texas 75247  
Phone: 479-295-7859  
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.

[Signature Page Follows]

**CONTRACTOR**

Signed by:

Signature: Rebecca Vara  
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Printed Name: Rebecca Vara

Title: vice President of Sales

Date: 8/13/2024

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Assistant Director of Finance – Procurement

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Assistant City Attorney Date

**Attached and Incorporated by Reference:**

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

**Incorporated by Reference Only:**

Co-operative Agreement: OMNIA Partners #00254

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

The Contractor shall supply approximately 9,126 of the 95 Gallon EG Trash Carts *ROC LT Brown (BR20)* and 4,212 of the 95 Gallon EG Recycling Carts *Pepsi Blue (BL55)*.

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

1. The cart shall be manufactured from high-density polyethylene (HDPE). The HDPE must have a density of 0.947 to 0.968 grams cm<sup>3</sup>. The melt Index (MI) of the HDPE must be at minimum, 4.0.
2. The cart shall have an ultraviolet (UV) inhibitor to prevent deterioration and shattering. The Ultraviolet inhibitor shall be added at a minimum of 2% by weight, thus ensuring maximum protection from elements.
3. The cart shall be manufactured with a smooth non-textured surface inside and shall have no sharp edges on the outside.
4. The cart shall be manufactured with a narrow width design to fit through a 30-inch door opening. The cart shall be manufactured with a foot operated tilt feature designed in the axle area to facilitate easy tipping.
5. Cart shall be furnished with two (2) plastic molded, minimum 1 <sup>3</sup>/<sub>4</sub>" cross-section snap on wheels and each shall be 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. Cart shall be furnished with a 5/8-inch minimum solid steel axle with corrosion resistant coating that shall securely attached to body by molded axle retainers. The axle must slide in the cart bottom and must not be exposed to contents inside of the container. Metal attachments are not acceptable.

### **CART MARKING**

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

**DELIVERY OF CARTS**

The Contractor shall make deliveries of waste carts, 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 within 48 hours from the date of the purchase order.

## ATTACHMENT B: PRICING/BID SCHEDULE



1000 Raco Court, Lawrenceville, GA 30046  
 625 West Mockingbird Lane, Dallas, TX 75247  
 1738 W. 20th St, Erie, PA 16502  
 7452 Presidents Dr, Orlando, FL 32809

8875 Commerce Dr, DeSoto, KS 66018  
 7800 100th St, Pleasant Prairie, WI 53158  
 4010 East 26th St, Los Angeles, CA 90058

# Proposal

Proposal #: 04242023

US Communities (OMNIA Partners) Contract Number: 00254

August 7, 2024

Bill-to:	Ship-to: 225411
City of Corpus Christi PO BOX 9277 Corpus Christi, TX 78469	City of Corpus Christi PO BOX 9277 Corpus Christi, TX 78469
Billing Contact:	Shipping Contact:
Name: Tai Apilado Phone: 361-826-1975 E-mail: TaiA@cctexas.com	Name: Gabriel Maldonado Phone: (361)826-1986 E-Mail: GabrielM3@cctexas.com

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
<b>Rollout Cart Type:</b> 95 Gallon EG Trash Cart - 489336 <b>Body Color:</b> Lt Brown (BR20) <b>Lid Color:</b> Lt Brown (BR20) <b>Wheels / Casters:</b> 10" Snap on with Intergrated Spacer <b>US Communities Part Number:</b> ROC-95EG <b>Cart &amp; Lid Artwork:</b> <b>TRASH</b>	9,126	\$50.00	\$ 456,300.00
<b>Rollout Cart Type:</b> 95 Gallon EG Recycling Cart - 491233 <b>Body Color:</b> Pepsi Blue (BL55) <b>Lid Color:</b> Pepsi Blue (BL55) <b>Wheels / Casters:</b> 10" Snap on with Intergrated Spacer <b>US Communities Part Number:</b> ROC-95EG <b>Cart &amp; Lid Artwork:</b> <b>RECYCLING</b>	4,212	\$50.00	\$ 210,600.00
<b>In-Mold Label for Recycling Lids</b>	4,212	\$2.00	\$ 8,424.00
<b>Is Product Taxable?</b> No <b>Is Freight taxable?</b> No <b>Tax Rate:</b> Exempt <b>Terms:</b> Net 30 Days	<b>Subtotal =</b> <b>Tax on Product =</b> <b>Truckload Freight Rate =</b> <b>Tax on Freight =</b> <b>Total =</b>		<b>\$ 675,324.00</b> <b>Included</b> <b>\$ 675,324.00</b>

ADDITIONAL INFORMATION:	
<b>Contract Options:</b>	US Communities
<b>Ship From:</b>	Dallas, TX
<b>Leadtime:</b>	TBD - Will be determined upon receipt of order
<b>Contract Clarification:</b>	~ Pricing shall follow Omnia contract from October 1,2024 thru September 30, 2025
<b>Warranty:</b>	10 year unprorated warranty
<b>Quote Valid:</b>	30 Days
<b>Taxes:</b>	All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

PRESENTED BY:	ACCEPTED BY:
  G'Anna Parkey <span style="float: right;">8/7/2024</span> _____ G'Anna Parkey <span style="float: right;">Date</span> Territory Sales Manager Cell (830)308-9020 <a href="mailto:gparkey@rehrig.com">gparkey@rehrig.com</a>	_____ Sign and Print Name <span style="float: right;">Date</span>  Title: _____

*To initiate order, please call or send signed proposal via fax or email to Presented By representative.*