FY 2022 (2021-2022) Annual Bid Contract Between Webb County and Westside Produce, LLC For Produce

WHEREAS, at a Webb County Commissioner's Court Meeting held on July, 26th, 2021, the Court approved and awarded Bid No. 2022-14, entitled Produce, to Westside Produce, LLC (hereinafter "Vendor").

NOW, THEREFORE, IT IS AGREED between the County of Webb, acting by and through its Commissioners Court, hereinafter referred to as "County" and Westside Produce, LLC, hereinafter referred to as "Vendor" that Vendor shall provide "County" with the products/goods as more particularly described and attached herein as Exhibit A Bid Pricing.

Effective Date and Termination Date of Annual Contract:

The effective date of this Agreement is October 1, 2021, and shall terminate September 30, 2022.

1. Vendor

It is hereby covenanted and agreed by the parties that the products/goods to be provided to County by the Vendor, as awarded under Bid No. 2022-14, entitled Westside Produce, LLC and listed in the attached "Exhibit A Bid Pricing", incorporated herein by reference for all intents and purposes, shall be new and unused, unless otherwise specified.

2. Price Matching

If the Purchasing Agent is able to identify a significantly lower price of any product/good provided by Vendor and determines that it's in the best interest of Webb County; the Purchasing Agent shall first notify the Vendor either in writing or via email and provide Vendor with the opportunity to match the lower price of any product/good that County is seeking. In the event that the Vendor is not able to match the lower price Vendor shall notify the Purchasing Agent either in writing or via email no later than next working day. Once notification is received within the required timeline specified in this section the Purchasing Agent is authorized to go outside of the annual contract to obtain the product/good in accordance with the Webb County Purchasing manual rules and regulations.

3. Compensation

The County of Webb shall pay the Vendor for products/goods provided which have been authorized by an Official Purchase Order signed by the Webb County Purchasing Agent. The County Auditor will only authorize payment for the goods/services described on the Official Purchase Order unless otherwise permitted by law or the Webb County Purchasing Policy. Further, compensation for unauthorized change orders will not be paid by Webb County. Only change orders authorized by the Purchasing Agent through an Official Purchase Order will be paid once all goods are received and/or services completed. No other County Official, employee, officer or Elected Official is authorized to approve purchases and/or changes to purchase orders unless approved by the Webb County Purchasing Agent.

4. Billing Address

All invoices must be submitted to the Webb County Business Office in electronic format and/or delivered to the following address:

Webb County 1110 Washington Street, Ste. 203 Laredo, Texas 78040 Attn: Business Office

Or email to: apinvoices@webbcountytx.gov

ALL invoices must reference a Purchase Order Number.

5. Vendor

In supplying products/goods required of the Vendor whether one or more, under this Agreement, it is mutually understood, and agreed, that Vendor is, at all times, acting and performing as an independent contractor. Webb County's sole interest is to assure that the Vendor shall supply products/goods in a competent, efficient, and satisfactory manner. The Vendor hereby agrees to supply the products/goods in a timely efficient manner and which comply with County's expectation, or reasonable commercial expectation, of the product supplied.

6. Ethical Standards

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. No Conflicts

Vendor represents and warrants that contractor has no actual or potential conflicts of interest in providing services to County under this contract and the contractor's provision of services under this contract would not reasonably create an appearance of impropriety.

8. Additional Services and Expenses

Any and all additional services, parts, costs, fees or expenses, not included in this agreement, shall require both a written request by the Vendor to the County and prior formal approval by a quorum of the Webb County Commissioner's Court at either a regular, special and/or emergency called meeting of the "County". The County shall not be responsible for and/or shall not compensate the Vendor for these costs without both a written request and prior approval by the County.

9. Terms and Conditions

The Vendor certifies, and affirms, that he/she/company is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Vendor shall advise the

County, in writing, of any change in status of the Vendor which may materially affect the ability of Vendor to legally, or professionally, carry out the duties herein.

10. Access to Criminal History Record and Termination of Contract or Disqualification of Bid for Cause

Please be advised that Webb County is entitled to obtain the criminal history information of any person and/or business owner who contracts with the County in accordance with Section 411.1295 of the Texas Government Code. In the event that any criminal history of a person or business owner who contracts with Webb County is discovered, then it that event, Webb County at its sole discretion reserves the exclusive right and shall be entitled to immediate termination of the contract and/or immediate disqualification of bid submittal in the event that such criminal history is discovered, by providing notice to the person and/or business owner of such termination and/or disqualification of bid submittal in accordance with the Notice provisions set forth in Section 13 herein-below.

11. Termination for Convenience

Termination for convenience, also known as a no-fault termination, allows the County to terminate any contract, in whole or in part, at any time in its sole discretion, if it is determined that the termination is in the best interest of the County. As notified by the Purchasing Agent through a 15 day written notice/via email of such intent to terminate contract for convenience.

Purchasing provides the Vendor a written notice specifying the extent of termination and the effective date, providing as much notice as possible. The Vendor is generally paid for allowable costs incurred up to the effective date of termination. The County is not liable for payment to the Vendor related to the terminated portion of the work or any work performed or costs incurred after the effective date of the termination.

12. Termination for Default

A contract may be terminated for default when (a) the County concludes that the Vendor fails to perform, make progress, or in any way breaches the contract and continues to do so after receiving written notice/email notice of such default/issues and fails to cure such default/issues within 10 working days (b) Termination for default should be used as the last resort. The County should do everything practicable to assist the Vendor in curing a default. Factors to consider before making a decision to terminate for default include: (1) The provisions of the contract and applicable regulations, (2) The specific contractual failure(s) and the explanation provided for the failures, (3) The urgency of the need for the contracted supplies or services, (4) Actions the County may have taken that aggravated the problems, (4) The availability of the supplies or services from other sources and the time required to obtain them, and (5) Availability of funds or resources to re-purchase if the costs cannot be recovered from the defaulting Vendor.

13. Notices

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Any notices required to be sent hereunder shall be sent as follows:

TO: Vendor

Jose Gamez Manager Westside Produce, LLC PO Box 452289 Laredo, TX, 78045

(956) 753-8700

E-Mail: pepe westsideproduce@yahoo.com

Jose Angel Lopez III, CTPM Webb County Purchasing Agent 1110 Washington Street, Ste. 101

Laredo, Texas 78040 (956) 534-4125

TO: Webb County

E-Mail: joel@webbcountytx.gov

14. Severability

Each paragraph, and provision, hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

15. Prohibitions against Assignment.

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

16. Indemnity and Hold Harmless

The Vendor shall indemnify and hold Webb County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this Contract, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this Contract. Certification of such coverage must be provided to the County upon request.

17. Venue/Laws of Texas

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the exclusive venue for any and all legal disputes between the parties shall be enforced and shall lie in the Webb County, Texas.

18. Entire Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties herein concerning the subject matter hereof; and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement, or understandings, verbal or otherwise, of the parties, or their agents, shall be valid, or enforceable, unless signed by both parties, and attached hereto, and/or embodied herein.

19. Amendment

This Agreement may be modified, only in writing, executed by both parties, and approved by a majority of a quorum of the Webb County Commissioner's Court.

20. Confidentiality

Any confidential information provided to, or developed by, Vendor in the performance of the Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual, or organization without the prior approval of COUNTY. All work products, whether in draft or final form is the sole property of Webb County and may not be used by VENDOR for any purpose without written consent of COUNTY.

21. Headings

The headings used herein are for convenience only, and shall not constitute a part hereof, or affect the construction or interpretation hereof.

22. Counterparts

This Agreement may be executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

23. Terminology and Definitions

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

24. Authority to Sign

As an inducement to the County to execute this Agreement, the undersigned officer of Vendor represents that he/she is expressly authorized to execute this Agreement and to bind Vendor to the terms and conditions hereof and acknowledges that the County is relying on this representation, authorization and execution.

25. Effective Date

This Agreement becomes effective on October 1, 2021.

[Remainder of this page intentionally left blank]

WEBB COUNTY

Tano E. Tijerina Webb County Judge

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

COUNTY

APPROVED AS TO FORM:

Nathan Bratton

Webb County Civil Legal Division Director*
*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

VENDOR

Westside Produce, LLC

Jose Gamez Manager Exhibit A
To contract with
Westside Produce, LLC
for
Produce

Bid 2022-14 Annual Contract for Produce not Faim October I, 2021 thru September 30, 2022

Annual Contract is not limited to the items listed below. Please request pricing for additional item from vendor.

Westside Produce
c/o Jose Gamer
PO Box 452289

Laredo, TX 78045
(956) 753-8700
appe westside/promise-reflection com

Description	Brand	Pkg Size	Qty	Unit Price	Extended Price
APPLE RED DE RE WISH 64 CT	PACKER	1/4018	5	No Bid	Date of Co
LPPLE RED DL XF W5H 72 CT	PACKER	1/72 CT	5	No Bid	
IPPLE HED DL XF WSH 88 CT	MARKON	1/4018	_	No Bid	
APPLE RED DL FCY WSH 113 CT	MARKON	1/4018		No Bid	
UPPLE RED DL FCY WSH 125 CT	MARKON	1/4018	20		
UPPLE RED OLYCY WSH 138 CT	MARKON	1/4018	80	No Bid	
LAPLE RED DE FCY 138 CT	PACKER	1/13ECT	285	-	\$ 9,520.00
APPLE RED DL XF	PACKER	1/548		No Bid	
APPLE GOLD DL XF WSH IIB CT	MARKON	1/4018		No Bid	
APPLE GRANNY SMITH	PACKER	1/12 CT		No Bid	
LIPPLE GRANNY SMITH FCY 72 CT	PACKER	1/72 (1		No Bid	
LOPE E GRANNY SMTH FEY 55 CT	MARKON	1/88 CT		No.flid	
APPLE GRANNY SMITH FCY 100 CT	PACKER	1 / 40sta PX		No Bid	
APPLE GRANNY SMTH FCY 125 CT	PACKER	1/125 CT		No did	
APPLE SLICES RED USA	SUN RICH	24/202		No Bid	
APPLI SUCED BAGS	PACKER	100 / 2 02	_	No flid	
BARANA PRENDUM US #1	PACKER	1/40LB		\$ 21.00	
BANANA GREEN TIP	PACKER	1/4018		\$ 21.00	\$ 21,000.00
BANANA PREMIUM	PACKER	1/1018		No.8id	
BLUEBERRY FRESH	PACKER	6/60Z	25		
STRAWBERRY CLAMSHELL	MARKON	8/11A		\$ 21.00	5 8,400.00
STRAWBERRY WITH STEM	PACKÉR	4/16/02		No 8id	
LEMON CHOICE 95 CT	PACKER	2 / 95 CCT		No flid	
LEMON STANDARD 200 CT	PACKER	1/200 CT		\$ 49.00	\$ 490.00
LUICE LEMON FRESH SQUEEZE	MARKON	16/1 QT		No Sid	-
LIME PERSIAN #1 200 CT	PACKER	1/200 CT		5 25.00	5 575.00
GRANGE FANCY 88 CT	PACKER	1/8518		No fiid	
OKANGE CHO 56 CT	PACKER	1/35 LB		No.8id	
ORANGE CHO BS CT	PACKER	1/88 CT		No Bid	
ORANGE CHO 113 CT	PACKER	1/111CT		No Bid	
CRANGE CHO 138 CT	PACKER	1/138 CT	1000	5: 34:00	5 34,000 00
JUICE GRANGE FRESH SQUEEZED	SUN ORCHARD	4/1GAL		No Bid	
DRANGE FANCY 22 CT	PACKER	1 / 22 CT	- 5	No Bid	
TANGERINE CHILEAN	PACKER	1/VOLFILL		5 31.00	
FRUIT SALAD DELUX P'APPL	SUN RICH	1/848	5	\$ 12.00	
PINEAPPLE CHUNKS K	SUN RICH	1/8LB TUB		\$ 12.00	5 60.00
CANTALOUPE US#1 9 CT	PACKER	1/3518	140	No Bid	
CANTALOUPE USET 15 CT	PACKER.	1/3513	25	No but	
CANTALDUFE US#1 6.CT	PACKER	1/601	-	No Bit	
CANTALOUPE USWI 1 CT	PACKER	1/351	1	No Bid	
HONEYOEW MELONS US ITL 3 CT	PACKER	1/3 CT	54	No But	
HONEYDEW MELONS US #1.3 CT	PACKER	1/3CT	1	No tid	
HONEYDEW MELON US #1 6 CT	PACKER	1/3018	11	No filed	
HOREYDEW MELONS USES 9 CT	PACKER	1/3013	100	No Bid	
WATERMELON	PACKER	1/CACH	100	No Bid	
CONTRACTOR OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO	PACKER	1/EACH	25		
WATERMELON SEPDLESS RED.	PACKER	1/EACH	-	No fild	
GRAPE GREEN SEEDLESS NED	PACKER	1/1813		5 39.00	5 390.G
GRAPE GREEN SEEDLESS	PACKER	1/518		No Bid	
	PACKER	1/5LB		No Bird	
GRAPE RED SEEDLESS 5 LB	PACKER	1/2018		No Bid	
PEACH RIPE N READY 48/50	PACKER	1/03		No Bid	
PEAR D'ANIOU US #1		1/63			\$ 7,100.0
PEAR D'ANDOU US #1	PACKER	1/05		S No fid	2 2/1000
PEAR D'ANIOU US #1	PACKER			No Bid	
PEAR O'ANIOU US PL	PACKER	1/09		S Na Bid	
PLUM BLACK RIPE N READY	PACKER	1/2018	3	1	-
PLUM BLACK RIPE N READY	PACKER	1/2018	+	-	
ISWA FRUIT WE 33/36 CT	PACKER	1/FLAT		No 84d	
MANGO USES 9/12 CT	PACKER	1/CTN		No Bid	_
FIGS BROWN 35-40CT DRIED	PACKER	1/948		S No Bid	-
PUREE SAMPLE MORE FRUIT	PERFECT PUREE	1/14 CT		No Bid	-
PUREE SAMPLE TOP FLAVORS	PERFECT PUREE	1/16-CT		No Blad	-
PAPAYA MEXICAN	PACKER	1/9-12 CT	1 3	0 No Bid	
HMOCCOLIFICRETS ICELESS	MARKON	4/1LBCTN	-	5 No bid	-
BROCCOLI CROWNS ICELLSS	MARKON	1/20LB	-	5 No bid	
CABBAGE GREEN US#1	PACKER	1/50 LBC5		5 5 16.50	The second of
CARBAGE GREEN JUMBO	PACKER	1 / SOLB CTN		0 5 16.50	\$ 330.0
CABBAGE GREEN	PACKER	1/10 LB 6G		D No Bid	
CARRAGE RED	PACKER	1/101BSK	+	5 No Bid	-
KIWI FRUIT 118 COUNT	PACKER	1/118CT		D No.Bid	-
SPRING MIX CONVENTIONAL	PACKER	2/1518		5 No Bid	-
CARROT JUMBO TX/MEX/MICH	PACKER	1 / 50LB RAG		0 5 16.50	5 495.0
CARROT RAMBO	PACKER	1/25LB.CTN		5 No Bid	
CARROT JUMBO	PACKER	177518		5 No bid	1
CARROT JUMBO US #1	PACKER	1/10 LU BX		5 No Bid	
CARROT SHRED	MARKON	2/518	1	No Bid	
CARROTEINES 100 2 0Z	PACKER	100 / 3 02	14	No Bid	1
CARROT SMACK WITH MANCH DIFF	GRIMMWAY FARMS	36 / 4 OZ		5 No Bid	
CAULIFLOWER FLORETS	MARKON	Z/318 PKS		No Bid	
CELERY MED FOODSERVICE PACK	MARKON	1/4018		5 22.0	\$ 550.0
CELERY STALK	MARKON	1/6CT		No Bid	
CTLERY STALK	MARKON	1/6CT		io No fild	
CELERY STICKS	MARKON	4/518	-	No Bid	
	PACKER	1/119		5 No Bid	
HERB BASIL FRESH BOX		1/802		5 No bid	1
HEAB THYME FRESH	PACKER		1	OD No Bid	1
CILANTRO 1 LB CELLO WASH & TRI	TAYLOR	1/118	- 21		0 5 60.0
CLANTRO BUNCHED 10/3 CT	MARKON	10 / ACT	1	5 5 12.0	M 2 60.1
Crewature materials and an	MARKON	2/548		60 No Bid	

Annual Contract is not limited to the Items listed below. Please request pricing for additional item from vendor.

Westside Produce

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PO Box 452289

Laredo, TX 78045

Laredo, TX 78045

956) 753-8700	At a light				
ETTLICE ROMAINE GREEN BABY	PACKER	1/14CT	5	No Bid	
CUCUMBER SELECT US #1	PACKER	1/11/980		No Bid	
CUCUMBER SELECT	PACKER	1/5LB-8AG	60	5 18.00	\$ 1,080.00
CUCUMBER 14 CT	PACKER	1 / 24 CT	5	No Hit	
SARLIC WHITE	PACKER	1/113	5	No Bid	
ETTUCE ICENERG 24 CT	PACKER	1765	40	No Bid	
ETTUCE ICEBERG PREM PALLETIZO	MARKON	1./24 CT	500	5 26.00	5 13,000.00
ETTEICE SHIED I/H IN K	MARKON	4/513	5		
ETTUCE ROMAINE 24 CT K	MARKON	1 / 24 CT	20	No Bid	
ETTUCE HOMAINE WASHETRIM K	MARKON	2/5 LB 8AG	10	No Bid	
ALAD MIX ICEBERG/ROM 50/50	MARKON	4/518	5	No Bid	
ALAD MIX W/BAG	MARKON	4/518 BAG	5	No fild	
ONION WHITE JUMBO USES	PACKER	1/50 LESK	10	No Bid	
ONION WHITE JUMBO USES	PACKER	1/10LB BAG	10	No Bid	
ONION PEARL PEELED	PACKER	1/5LB	5	No Bid	
ONION YELLOW IUMBO	PACKER	1/501B	80	5 18.50	5 1,480.00
OWICH YELLOW JUMNO	PACKER	1 / 10LB CTN	5	No.Bid	
ONION YELLOW IUMBO	PACKER	1/10LB CTN	70	No Bid	
PEA SNO GREEN US 41	PACKER	1/1018	. 5	No.Bid	
PEPPER BELL GREEN LG USEL	PACKER	1/11/980	100	5 16.50	5 1,650.00
PEPPER RELL GREEN USBI CHOPPR	PACKER	1/11/280	50	\$ 16.50	\$ 625.00
PEPPER BELL GREEN	FACKER	1/SLBCS	180	No Bid	
PYPPER BELL RED	PACKER	1/51805	10	No Bid	-
TEPPER SELL GOLD	PACKER	1/5188AG	10	No.tlid	
PEPPER SERRANO	PACKER	1/51005	100	No Bid	
PEPPER SERRANO US-#1	PACKER	1/10LECS	5	No Bid	
PEPPER SERRANO	PACKER	1./ VOL FILL		5 21.00	5 630.00
PERPER BELL RED CHOPPER	PACKER	1/11/280		Nottid	
PEPPER HABANERO	PACKER	1/818	_	No Bid	
FEPPER ANCHO	PACKER	1/518		No Bid	
POTATO RED TO SIZE USA'I	PACKER	1 / 10LB BAG	5	No Bid	
POTATO RED "B" SIZE US#1	PACKER	1/50 LB SK		No Bid	
POTATO RUSSET 50 CT USAL	PACKER	1/50LB CTN	140	\$ 24.50	5 3,430.00
POTATO MUSSET GOCT USAS	PACKER	1/SOLB CTN	90	No Bid	
POTATO RUSSET 70 CT US#1	PACKER	1 / SOLB CTN	10	No Bid	
POTATO RUSSET 90 CT US#1	PACKER	1 / SOLB CTN	5	No Bid	
POTATO RUSSET 40 CT US #1	PACKER	1/5048	5	No bid	
POTATO RUSSET #2 IDA 10 CZ UTL	PACKER	1/50 LB 8X	90	5 24.50	\$ 2,205.00
SPINACH WASHED & TRIMMED	MARKON	A/2518		No 8id	
SQUASH ZUCCHINI FCY GREEN	MARKON/COMBS	1 / TOLB CTN	100	-	5 1,900.00
SQUASH ZUCCHINI MED: 18-25 LB	PACKER	1/2018 CS	40	No Bid	
TOMATO 4 X 4 2 LAYER	R R GILMORE	1/20 LB	10	No Bid	
TOMATO 4X5 2 LAYER	PACKER	1/20LB CTN	25	No Bid	
TOMATO SAS 2 LAYER	PACKER	1/20LB	5	No Bid	The same
COMATO SX6 1 LAYER	PACKER	1/10LB	200	No Bid	
TOMATO 536 VINE RIPE 2 LAYER	PACKER	1/2018	50	No Bid	
TOMATO ROMA #2	PACKER	1/25 LB	60	No Bid	
TOMATO ROMA #1	PACKER	1 / 25LB LUG	15	No Hid	
COMATO BULE CAFE	PACKER	1 / 25EB CTN	500	\$ 23.00	5 11,500.00
TOMATO 6 X 6 LARGE	PACKER	1 / 25LB CTN	36	No fiid	
APPLE SLICES RED USA 20/4 02	LINKNOWN	20 / 4 CZ	100	No bid	TO THE
AVOCADOS	ANY	CASE	5	No Sid	
CILANTRO 6 CT	PACKER	1/118		NoBid	
ASSORTED FRESH FRUIT CUPS		4 OZ	51200	-	5 12,480.00
FRESH FRENCH FRIES		4/5 LB	-	5 14:50	\$ 13,050,00
PRESH SALAD MIX	_	4/5 LB	800		\$ 11,600.00