



**CITY OF DELRAY BEACH  
100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444**

**PURCHASE AGREEMENT FOR  
SOLICITATION NO. 2017-052  
AGREEMENT FOR JANITORIAL SUPPLIES**

**INTERLINE BRANDS, INC. DBA SUPPLYWORKS**

## PURCHASE AGREEMENT

**THIS AGREEMENT** is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL 33444 and Interline Brands, Inc. DBA Supplyworks (hereinafter referred to as Supplier), a New Jersey corporation authorized to do business in Florida, whose address is 701 San Marco Blvd., Jacksonville, FL 32207, this \_\_\_\_ day of , 2017. \_\_\_\_\_

### WITNESSETH:

**WHEREAS**, the City issued Solicitation No. 2017-052 for janitorial supplies on March 20, 2017; and

**WHEREAS**, Supplier submitted a response to the solicitation dated April 19, 2017; and

**WHEREAS**, the City desires to purchase products and services from Supplier subject to the terms and conditions of ITB No. 2017-052, Supplier's Bid response to Solicitation No. 2017-052, and Exhibit A, Pricing Schedule.

**NOW, THEREFORE**, for and in consideration of mutual promises contained herein and other good and valuable consideration, of which the parties do hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Supplier shall provide to the City janitorial supplies in accordance with and pursuant to the terms, conditions and pricing of ITB No. 2017-052.
3. This Agreement is in full force and effect upon full execution by the City for a not-to-exceed amount of One Hundred and Seventy Five Thousand and 00/100 Dollars (\$175,000.00) per Fiscal Year. The term of the Agreement shall be from June 14, 2017 through June 13, 2020, unless terminated earlier by the City, with one, two-year option to renew.
4. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
5. Supplier shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Supplier, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Supplier shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this

section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Supplier under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

6. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

7. Public Records

**IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

- a. Supplier shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the City to perform the service.
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Supplier does not transfer the records to the City.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Supplier or keep and maintain public records required by the City to perform the service. If the Supplier transfers all public records to the City upon completion of the Agreement, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains public records upon completion of the Agreement, the Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's

custodian of public records, in a format that is compatible with the information technology systems of the City.

- v. If the Supplier does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

8. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For City:

City of Delray Beach  
100 N.W. 1st Ave.  
Delray Beach, FL 33444  
Attn: City Manager

With Copy To:

City of Delray Beach  
200 N.W. 1<sup>st</sup> Ave.  
Delray Beach, FL 33444  
Attn: City Attorney

For Supplier:

Interline Brands, Inc. DBA Supplyworks  
3031 North Andrews Ave. Extension  
Pompano Beach, FL 33064  
Attn: Account Executive.

With copy to:

Interline Brands, Inc. DBA Supplyworks  
701 San Marco Blvd  
Jacksonville, FL 32207  
Attn: Legal Department

9. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

10. Supplier is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Supplier and its sub licensees and lower tier sub licensees. Supplier understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Supplier or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

11. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless

otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement;
- b. Terms and conditions of the Purchase Order issued pursuant to this Agreement;
- c. Terms and conditions of ITB No. 2017-052, Janitorial Supplies, and all its addenda;
- d. Supplier's response to ITB No. 2017-052, Janitorial Supplies, and any subsequent information submitted by Supplier during the evaluation process.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Supplier executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY:

Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney



Sarah E. Stewart  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG090092  
Expires 4/4/2021

(SEAL)

SUPPLIER

By: [Signature]

James K. Cove

Printed Name

VP of Supply Works

Title

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2017, by JAMES K. COVE, as Vice President (name of officer or agent, title of officer or agent), of SUPPLY WORKS (name of corporation acknowledging), a NEW JERSEY (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced personally known to notary (type of identification) as identification.

[Signature]

Notary Public – State of Florida

**EXHIBIT A**  
**PRICING SCHEDULE**

# EXHIBIT A, PRICING SCHEDULE

	Description	Manufacturer	Item Number	Estimated Annual Usage	UOM	Unit Price	Extended Price	Alternate Bid Item Mfg, Model & Case Pack
1	XTREME TUFF 40x48 BLK LD 1.50 MI CAN LINER 45 - 100 PER CASE	JR PLASTICS CORP	59030	255	Case	\$ 23.80	\$ 6,069.00	ren64516-ca
2	8J8 DART 8oz FOAM CUP - 1000 PER CASE	DART CONTAINER CORP	80097	10	Case	\$ 17.63	\$ 176.30	ren09007
3	70Z CONEX GLAXY TRANSLUCENT CUP - 2500 PER CASE	SOLO CUP COMPANY	293072	15	Case	\$ 24.05	\$ 360.75	ren09025
4	05701 WYPALL L40 WH WIPER QFOLD 12.5x14.4 - 18 PACKS OF 56; 1008 PER CASE	KIMBERLY CLARK	338030	130	Case	\$ 48.70	\$ 6,331.00	kcc05701
5	31400 ECOSOFT CONTROLLED WHITE ROLL TOWELS - 800 SHEETS PER ROLL, 8 ROLLS PER CASE	WAUSAU PAPER/BAY WEST	346129	500	Case	\$ 39.03	\$ 19,515.00	ren06131-wb
6	61600 ECOSOFT CONTROLLED TOILET TISSUE - 616 SHEETS PER ROLL, 48 ROLLS PER CASE	WAUSAU PAPER/BAY WEST	374054	50	Case	\$ 40.65	\$ 2,032.50	ren06126-wb
7	74276 LYSOL COUNTRY SCENT DISINF SPRAY 19 oz., 12 CANS PER CASE	RECKITT & BENCKISER	C00082	7	Case	\$ 89.70	\$ 627.90	rec74276
8	04650 LYSOL DISINFECTANT SPRAY ORIGINAL SCENT, 12 CANS PER CASE	RECKITT & BENCKISER	C00084	7	Case	\$ 90.74	\$ 635.18	rec04650
9	04675 LYSOL DISINFECT SPRAY FRESH SCENT, 12 CANS PER CASE	RECKITT & BENCKISER	C00087	7	Case	\$ 90.74	\$ 635.18	rec04675
10	ANTISEPTIC HAND CLEANER, GALLON; 4 GALLONS PER CASE	LAGASSE BROS INC	D00099	6	Case	\$ 43.98	\$ 263.78	spa3043-04
11	0510-12 BULLDOZER A/P CLNR/DEGREASY TO USE, QUART, 12 QUARTS PER CASE	MIDLAB INC	D01016	25	Case	\$ 28.88	\$ 672.00	ren02703-ms
12	01102 60" WOOD THREADED HANDLE	ABCO BROOM & MOP MFG CORP	D04160	12	Each	\$ 1.83	\$ 21.96	ren03975
13	9B18 24" HEAVY PUSH BROOM	RUBBERMAID COMMERCIAL	D04127	12	Each	\$ 7.69	\$ 92.28	ren03936
14	BH11004 24" FINE PUSH BROOM	ABCO BROOM & MOP MFG CORP	D04060	12	Each	\$ 9.63	\$ 115.56	ren03979
15	VIC BAY ANT & ROACH KILLER 14oz, 12 CANS PER CASE	CLAIRE MANUFACTURING	E00020	12	Case	\$ 39.12	\$ 469.44	3557095
16	VIC BAY WASP & HORNET KILLER 20oz CP005, 12 CANS PER CASE	CLAIRE MANUFACTURING	E00024	12	Case	\$ 48.72	\$ 584.64	ren05020-am
17	11008745041 VIC BAY GERMICIDAL BLEACH, GALLON; 6 GALLONS PER CASE	KIK CUSTOM PRODUCTS	G00077	130	Case	\$ 11.70	\$ 1,521.00	kik11008635042
18	45114 JOY MANUAL POT & PAN DISH DETERGENT LIQUID, 38 oz, 8 BOTTLES PER CASE	PROCTER & GAMBLE	J00147	30	Case	\$ 32.56	\$ 976.80	pgc45114
19	74D PREM SCRUBBING SPONGE YELL/GRN 3.5"x6" 700, 24 SPONGES PER CASE	3M	K02102	1	Case	\$ 13.20	\$ 13.20	ren02118
20	01901 CHERRY URINAL BLOCK/SCREEN COMBO, 12 UNITS PER CASE	HOSPECO	L01328	55	Case	\$ 11.85	\$ 651.75	ren03007-fr
21	08411 40X TOILET BOWL BLOCK W/HANGER, 12 UNITS PER CASE	HOSPECO	L02088	45	Case	\$ 10.09	\$ 454.05	ren03003-fr
22	91565 KLEENEX LUXURY FRAGRANCE FREE, 48 BOXES PER CASE	KIMBERLY CLARK	L03018	10	Case	\$ 44.52	\$ 445.20	kcc91565
23	9651-24 PURELL INSTANT HAND SANITIZER 4.25 oz, 24 BOTTLES PER CASE	GOJO INDUSTRIES INC	L05159	3	Case	\$ 32.88	\$ 98.64	goj9651-24
24	CLEAR SPRAY BOTTLE - 32oz	Impact Products	503T34	85	Each	\$ 0.58	\$ 49.30	ren05141
25	CITRUS CLEANER AND DEGREASER, QUART; 12 QUARTS PER CASE	Betco	16712-00	40	Case	\$ 32.24	\$ 1,289.60	ren02703-ms
26	NON-ACID BOWL CLEANER 1 QUART, 12 QUARTS PER CASE	RENOWN	02836-MS	5	Case	\$ 22.80	\$ 114.00	ren02836-ms
27	ACID BOWL CLEANER, QUART, 12 QUARTS PER CASE	RENOWN	02835-MS	2	Case	\$ 29.28	\$ 58.56	ren02835-ms
28	WINDEX POWERIZED FOAMING GLASS CLEANER W/AMMONIA D - 20 oz, 12 BOTTLES PER CASE	Diversey, Inc.	90129.00	12	Case	\$ 72.60	\$ 871.20	jdb990129
29	PREMIER AEROSOL DISPENSING REFILL SWEET ORCHARD 6 OZ, 12 UNITS PER CASE	RENOWN	REN03530-CT	6	Case	\$ 52.80	\$ 316.80	ren03530-ct
30	STANDARD LOOP-END BLEND WET MOP HEAD WITH 5 IN. HEADBAND, BLUE, MEDIUM, 12 UNITS PER CASE	RENOWN	REN02150	2	Case	\$ 66.72	\$ 133.44	ren02150
31	BORAXO POWDERED HAND SOAP 5 LB, 10 UNITS PER CASE	Dial	724618.00	4	Case	\$ 69.20	\$ 276.80	dia02203
32	ROLLED RIM CONE CUPS 4.5 OZ, 5,000 UNITS PER CASE	KONIE	4.5KR	25	Case	\$ 49.46	\$ 1,236.50	knc4.5kr
33	C-FOLD PAPER TOWELS, NATURAL, 10 1/8 IN. X 13 IN., 200 SHEETS PER PACK, 12 PACKS PER CASE	RENOWN	06114-WB	270	Case	\$ 18.27	\$ 4,932.90	ren06114-wb
34	CORELESS BATH TISSUE, 2-PLY, 1,000 SHEETS PER ROLL, 36 ROLLS PER CASE	Kimberly Clark	4007.00	110	Case	\$ 38.13	\$ 4,194.30	kcc04007
35	FLAT FACIAL TISSUE, 2-PLY, WHITE, 100 TISSUES PER BOX, 46 BOXES PER CASE	Kimberly Clark	KCC21400	20	Case	\$ 36.62	\$ 732.40	kcc21400
36	SCOTT TOILET SEAT COVER 15x18, 24 COVERS PER SLEEVES, 250 SLEEVES PER CASE	Kimberly Clark	7410.00	20	Case	\$ 31.20	\$ 624.00	ren03801
37	15X9X32 1.0 LNR BLK MDB3 15-16 Gallons, 500 UNITS PER CASE	Calico Industries, Inc.	9910184.00	205	Case	\$ 21.12	\$ 4,329.60	ren20428-CA
38	LOW DENSITY TRASH BAG LINERS, 20-30 GAL, 16" x 14"D x 37"L, 4.0 Mil, Black, 100 PER CASE	Calico Industries, Inc.	9910252.00	165	Case	\$ 21.64	\$ 3,570.60	
39	LOW DENSITY TRASH BAG LINERS, 55 GALLON, 22" x 14" x 60", 4.0 Mil, Black, 50 PER CASE	Calico Industries, Inc.	9910565.00	55	Case	\$ 38.55	\$ 2,120.25	ren66030-ca
40	100 ft. x 10 ft. POLYETHYLENE CONSTRUCTION FILM, CLEAR	POLAR PLASTICS	C104	15	Each	\$ 13.70	\$ 205.50	811878
41	HOT SHOT INDOOR FOGGER, 3.2 OZ. CANS PER CASE	Hot Shot	HG-96180	100	Case	\$ 7.45	\$ 745.00	750391
42	ELECTRO 140" CONTACT CLEANER 11 OZ Can SKU 00916, 12 CANS PER CASE	Lps laboratories	916.00	5	Case	\$ 114.36	\$ 571.80	ren05017-am
43	OFF! DEEP WOODS DRY INSECT REPELLENT VIII 4 OZ, 12 CANS PER CASE	Diversey, Inc.	CB717647	5	Case	\$ 39.84	\$ 199.20	757869
44	LOW DENSITY TRASH BAGS LINERS 30-33 GALLON, 33"W X 40"L, 2.0 MIL, BLACK, 50 UNITS PER CASE	CALICO INDUSTRIES, INC.	9911025	40	Case	\$ 26.32	\$ 1,052.80	ren63321-ca
45	LOW DENSITY TRASH BAGS LINERS 20-30 GALLON, 16"W X 14"D X 37"L, 2.0 MIL, CLEAR, 50 UNITS PER CASE	CALICO INDUSTRIES, INC.	9910225	15	Case	\$ 21.64	\$ 324.60	ren12500-ca
<b>TOTAL</b>							<b>\$ 70,712.24</b>	