



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: September 6, 2016

or Procurement Director Award

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**Contractor/Vendor Name (DBA):** Waxie Sanitary Supply (Headquarters: San Diego, CA)

**Project Title/Description:**

Janitorial and Cleaning Supplies (No Equipment)

**Purpose:**

Award of Contract: Master Agreement No. MA-PO-17-051. Contract is for an initial term of one (1) year in an annual award amount of \$800,000.00 and includes three (3) one-year renewals.

Administering Department: Sheriff.

**Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement Authorized, the Procurement Director authorized Procurement No. 227202 to utilize the National Intergovernmental Purchasing Alliance (NIPA) Contract No. 151148 which was awarded thorough competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

Attachment: Master Agreement No. MA-PO-17-051.

**Program Goals/Predicted Outcomes:**

To maintain a reliable source of janitorial and cleaning supplies for all Pima County departments.

**Public Benefit:**

To maximize use of public funds by leveraging volume discounts though cooperative purchase of janitorial and cleaning supplies.

**Metrics Available to Measure Performance:**

Timely and complete deliveries. Products without defect. Accurate invoicing.

**Retroactive:**

No.

**Original Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 17-051  
Effective Date: 10/18/2016 Termination Date: 10/17/2017 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
 Expense Amount: \$ 800,000.00  Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): Various Funds

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards  
Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

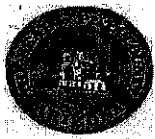
If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Julie K McWilliams, Commodity Contracts Officer Julie K. McWilliams 8/30/16 JMcWilliams  
Department: Procurement Mary Jane 8/30/16 Telephone: 724-3718  
Department Director Signature/Date: [Signature] 8/30/16  
Deputy County Administrator Signature/Date: \_\_\_\_\_  
County Administrator Signature/Date: C. R. Dulciberry 8/30/16  
*(Required for Board Agenda/Addendum Items)*



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION**

Master Agreement No: 1700000000000000051

MA Version: 1

Page: 1

Description: Janitorial and Cleaning Supplies (No Equipment) Co-op 227202

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> JULIE MCWILLIAMS <b>Phone:</b> 5207243718 <b>Email:</b> julie.mcwilliams@pima.gov</p>
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T E R M S	<p><b>Initiation Date:</b> 10-18-2016 <b>Expiration Date:</b> 10-17-2017</p> <div style="background-color: #cccccc; padding: 5px;"> <p><b>NTE Amount:</b> \$800,000.00 <b>Used Amount:</b> \$0.00</p> </div>
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V E N D O R	<p><b>WAXIE SANITARY SUPPLY</b></p> <p>PO Box 60227</p> <p>Los Angeles CA 90060-0227</p>	<p><b>Contact:</b> Jim O'Dell <b>Phone:</b> 520-204-4072 <b>Email:</b> jodell@waxie.com <b>Terms:</b> 0.0000 % <b>Days:</b> 30</p>
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<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	STANDARD GROUND
<b>FOB:</b>	FOB Dest, Freight Prepaid
 <b>Modification Reason</b>	
Award of contract for an initial term of one (1) year in an annual award amount of \$800,000.00 and includes three (3) one-year renewals. Attachment: Cooperative Procurement Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 17000000000000000051

MA Version: 1

Page: 2

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	FREE FORM LINE Discount 0.0000 %	EA	\$0			

<p><b>PIMA COUNTY PROCUREMENT DEPARTMENT</b></p> <p><b>ADMINISTERING DEPARTMENT: Sheriff</b></p> <p><b>PROJECT: Janitorial and Cleaning Supplies (No Equipment)</b></p> <p><b>CONTRACTOR: Waxie Sanitary Supply</b></p> <p><b>AMOUNT: \$800,000.00</b></p> <p><b>FUNDING: Various Funds</b></p> <p><b>PIMA COUNTY CONTRACT NO.: MA-PO-17-051</b></p>	<table border="1"> <tr> <td align="center"><b>CONTRACT</b></td> </tr> <tr> <td>NO. <u>MA-PO-17-051</u></td> </tr> <tr> <td>AMENDMENT NO. _____</td> </tr> <tr> <td>This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table> <p align="center">(STAMP HERE)</p>	<b>CONTRACT</b>	NO. <u>MA-PO-17-051</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
<b>CONTRACT</b>					
NO. <u>MA-PO-17-051</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

**COOPERATIVE PROCUREMENT AGREEMENT**

**1. AUTHORIZATION**

Pursuant to Pima County Procurement Code 11.24.010 Cooperative Procurement Authorized, purchase (delivery) order documents are authorized to be issued utilizing the terms and conditions defined by City of Tucson RFP No 151148 Janitorial and Sanitation Supplies, Equipment and Related Services and RFP 151148 Amendment No. One (1), and the National Intergovernmental Purchasing Alliance (NIPA) Network Services Company Janitorial and Sanitation Supplies, Equipment and Related Services Contract No. 151148, incorporated by reference to the above Pima County Contract Number.

**2. STANDARD TERMS AND CONDITIONS**

Additional terms under this contract. In case of conflict these are superior to terms defined by other contract documents.

**A. Contract Term/Renewals, Not to Exceed Contract Amount, and Revisions:**

The initial term of the contract will be for a one (1) year period, effective October 18, 2016 through October 17, 2017. Award of the contract will include three (3) one-year renewal options that may be exercised upon the written agreement of the parties.

The annual not-to-exceed dollar amount of the contract is \$800,000.00. In the event the contract exceeds this amount, Pima County shall issue an Amendment to increase the dollar amount of the contract.

Proposed Revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes.

**B. Indemnification Clause:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local

law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

### **C. Insurance Requirements**

The Insurance Requirements herein are minimum requirements and Pima County in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### **C.1. Minimum Scope and Limits of Insurance:**

Contractor and any subcontractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

**C.1.1. Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

**C.1.2. Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

**C.1.3. Workers' Compensation and Employers' Liability** - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000 per accident, disease for each employee and policy limits.

Note: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor or Independent Contractor Waiver form.

#### **C.2. Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**C.2.1. Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**C.2.2. Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

C.2.3. Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

C.2.4. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**C.3. Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

**C.4. Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

C.4.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

C.4.2. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**C.5. Approval and Modifications:**

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**D. Cancellation for Conflict of Interest:**

This Agreement is subject to the provisions of A.R.S. Section 38-511

**E. Israel Boycott Certification:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

**3. COOPERATIVE CONTRACT CLARIFICATIONS FOR THIS CONTRACT**

- A. The resulting contract will be for janitorial supplies only and will not cover equipment or repairs on equipment. All questions concerning the definition of janitorial supply shall be forwarded or copied to the Commodities/Contract Officer responsible for the resulting contract.
- B. In the event items within the scope of this solicitation are required that are not part of the "core list", they may be ordered at a mutually agreed upon price.

- C. County will order products by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five (5) workdays of the date the verbal order is given.
- D. Contractor must not supply materials pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. County accepts no responsibility for control of or payment for materials not documented by a County Delivery Order (DO) or Delivery Order Maximo (DOM).
- E. All pricing for items ordered shall be FOB Destination & Freight Prepaid (Not Billed), delivered to and unloaded at the destination(s) defined by the Delivery Order. Freight cost may be considered for negotiation on special order items.

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IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

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

**Waxie Sanitary Supply**

\_\_\_\_\_  
Authorized Officer Signature

*Jim O'Dell / Sales Manager*  
\_\_\_\_\_  
Printed Name and Title

Date: 8/30/2016

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

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

**APPROVED AS TO FORM:**

*[Signature]*  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

8/30/16  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Sheriff's Department

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

**PIMA COUNTY**

**Waxie Sanitary Supply**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Authorized Officer Signature

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

\_\_\_\_\_  
Printed Name and Title

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

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Sheriff's Department

  
\_\_\_\_\_  
Date