



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

## Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

December 3, 2013

## MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Purchases of Facilities Maintenance, Repair and Operating Related Supplies  
W. W. Grainger, Incorporated through State of Florida  
Contract #445-001-11-01: Hand Held & Hand Held Power Tools

The District is anticipating expenditures in the amount of \$115,000 for W. W. Grainger, Incorporated on an "as-needed" basis, using State Contract #445-001-11-01: Hand Held & Hand Held Power Tools. Under DOE Rule 6A-1.012(5), the Board may make purchases at the unit prices in contracts awarded by other governmental agencies, including state contracts.

At this time it is my recommendation to allow purchase orders to be processed to W. W. Grainger, Incorporated in an amount not to exceed \$200,000, for the period of December 3, 2013 through November 14, 2014. Purchases are made by schools and departments with funding provided through general, capital, or federal funds. The Purchasing Services Department will monitor orders to make sure purchases do not exceed the requested amount.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

MJW/dr

Date/Time: November 22, 2013 10:36:00

**AMENDMENT NO.: 1**

**Renewal No.: 1**

Tools: Hand Held and Hand Held Power Tools  
State Term Contract No.: 445-001-11-1

**This Amendment No. 1** ("Amendment"), effective as of November 15, 2013, to the Tools: Hand Held and Hand Held Power Tools, State Term Contract No. 445-001-11-1 ("Contract") between the State of Florida, Department of Management Services ("Department") and W.W. Grainger, Inc. ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

**WHEREAS** the Department awarded the above referenced Contract to W.W. Grainger, Inc. for the provisions of Tools: Hand Held and Hand Held Power Tools; and

**WHEREAS** the Parties agree to amend the Contract as provided in section 4.42 Modification of Terms and to renew as provided in section 7.0, Renewal; and

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following;

**I. Contract Renewal.** State Term Contract No. 445-001-11-1 is renewed for a period of two years at the same terms and conditions, with a new contract expiration date of November 14, 2015.

**II. Contract Amendment.** Pursuant to section 4.42, the following provisions are added to the Contract.

**5.17. Employment Verification.** Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

**5.18. Scrutinized Company List.** In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

**5.19. Preferred Pricing.** The Contractor agrees to submit to Customer at least annually an affidavit from an authorized representative attesting that the contractor is in compliance with the best pricing provision in Section 4(b) of form PUR 1000. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**IV. Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,  
Department of Management Services:

Contractor:

By: Kelley Scott

By: Kevin Sandt

Name: Kelley Scott

Name: Kevin Sandt

Director of State Purchasing &

Title: Chief Procurement Officer

Title: Senior Government Sales Manager

Date: 11/7/13

Date: 10/25/13