

Savannah-Chatham County Public School System

208 Bull Street / Savannah, Georgia 31401 / 912.395.5600

May 22, 2017

W.W. Grainger, Inc.
Attn: Aaron Blaine
1324 US Highway 80 West
Garden City, Georgia 31408

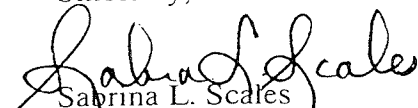
Subject: Bid 17-18 Groves High School Logistics Program – Supplies and Equipment

Dear Mr. Blaine,

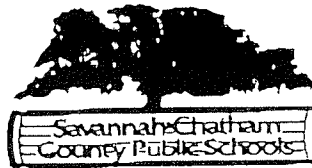
Enclosed is the fully executed contract for the above referenced project. This document is provided for your records.

I must remind you that firms providing services and/or shipping supplies prior to receiving an authorized purchase order from the district do so at their own risk and the School Board shall not be held liable. We look forward to working with your firm.

Sincerely,


Sabrina L. Scales
Purchasing Director

cc: File



1810 Selu

RECEIVED NOW
1 MAY 17 PM 4:47 MO
PURCHASING DEPT.

Memorandum of Agreement
Bid 17-18 Groves High School Logistics Program – Supplies and Equipment

This contract is made and entered into by and between, the District of Public Education for the City of Savannah and the County of Chatham, 208 Bull Street, Savannah, GA 31401, hereinafter referred to as "the District", and, W.W. Grainger, Inc., located at 1324 US Highway 80 West, Garden City, Georgia 31408, (912) 235-1029 (Phone/Fax), Aaron Blaine, Government Account Manager, hereinafter referred to as "W.W. Grainger, Inc.". This Contract shall be effective on the last date set forth on the signature page.

WHEREAS, the District located in the City of Savannah and the County of Chatham, and State of Georgia, desires to utilize W.W. Grainger, Inc. to provide supplies and equipment for the Groves High School Logistics Program as detailed in Bid 17-18 at the prices, terms and conditions as stated in the bid documents and W.W. Grainger, Inc. response submittal shall prevail unless otherwise agreed upon in writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in Bid 17-18 Groves High School Logistics Program - Supplies and Equipment and the response submitted by W.W. Grainger, Inc. which documents are incorporated herein, the parties hereto agree on the following issues:

1.0 PERFORMANCE PERIOD

This bid will establish a one-time contract to remain open for a period not to exceed one-hundred twenty (120) days beginning with the award of the contract. **The SCCPSS will neither honor nor consider any price increases fuel surcharges or add-on cost during the established performance period.**

2.0 DELIVERY

Delivery shall be made to the site listed on the resulting purchase order(s). Pricing includes inside delivery. Delivery must be during normal school/working hours. Delivery must be completed within two to ten (2-14) days after receipt of an authorized purchase order, unless an extension is granted in writing.

3.0 DESCRIPTION

W.W. Grainger, Inc. is required to provide the products and services requested herein. Payment will not be released to W.W. Grainger, Inc. until all materials have been delivered to, accepted by, and to the satisfaction of the District.

4.0 TAXES

Nothing in this solicitation shall be construed as relieving W.W. Grainger, Inc. from paying all Local, State, and Federal Taxes, Sales Taxes, or Occupational Business Taxes.

5.0 AUTHORITY

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.

6.0 MINIMUM QUALIFICATIONS

W.W. Grainger, Inc. shall be established in the business of providing the requested commodity.

7.0 QUANTITIES

The District does not obligate itself to purchase the full quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The District's requirements may exceed the estimated quantities shown and W.W. Grainger, Inc. shall be obligated to fulfill all requirements as shown on the purchase

Memorandum of Agreement
 Bid 17-18 Groves High School Logistics Program – Supplies and Equipment
 W.W. Grainger, Inc.

orders, whose mailing dates fall within the performance period of this contract. W.W. Grainger, Inc.'s failing to honor or fulfill purchasing requirements during the established performance period will be removed from the bidder list for two (2) bid cycles.

8.0 PRICING

| Line Item | Description ¹ | Model Part Number | Quantity | Unit Cost Extended Cost | Delivery |
|-------------------------|---|-------------------|----------|-------------------------------|------------|
| 1. | General Purpose Hand Truck, Capacity 600lb | #34D660 | 10 each | \$ 120.79 \$1,207.90 | 3-5 days |
| 2. | Standard Platform Truck 3600lb | #16D330 | 4 each | \$370.01 \$1,480.04 | 5-7 days |
| 3. | Standard General Purpose Manual Pallet Jack 5000lb Load Capacity | #12U125 | 4 each | \$299.99 \$1,199.96 | 2 days |
| 4. | Portable Yard Ramp, 16,000lb Capacity 84" Overall Width | #8AKJ2 | 1 each | \$12,773.19 | 7-10 days |
| 5. | Electronic Digital LCD Floor Scales with Remote Indicator 5000lb | #12R960 | 2 each | \$862.75 \$1,725.50 | 3-5 days |
| 6. | Lipped Steel Flat Handle Utility Cart 1000lb Capacity Shelves:2 | #6YE48 | 6 each | \$323.64 \$1,941.84 | 2-10 days |
| 7. | Adjustable Base Stacker 2200lb Fork Width 6" Fork Length 42" Lifting Height Max. 101" | #PPS2200-101AS | 2 each | \$5,997.58 \$11,995.16 | 10-14 days |
| 8. | Standard General Purpose Electric Pallet Jack, 4500lb Load Capacity | #2LEB9 | 2 each | \$4,376.30 \$8,752.60 | 1-2 days |
| Total Bid Amount | | | | \$41,076.19 | |

Pricing is "all inclusive" of shipping charges to include F.O.B. destination with inside delivery to the site listed on the purchase order(s).

9.0 WARRANTY

W.W. Grainger, Inc. shall guarantee the products to be free of defects of material and/or workmanship for a period of 12 months from the date of delivery. If, during the warranty period, any faults develop, W.W. Grainger, Inc. agrees to replace the unit or part affected without cost to the District.

10.0 CONTRACT CHANGES

By written notice to W.W. Grainger, Inc., herein after referred to as "Service Provider", the District may make changes, within the general scope of the contract.

11.0 INSURANCE

W.W. Grainger, Inc. will submit with their contract, a certificate of insurance as listed in Attachment "B". Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

Memorandum of Agreement
Bid 17-18 Groves High School Logistics Program – Supplies and Equipment
W.W. Grainger, Inc.

12.0 OCCUPATIONAL SAFETY AND HEALTH ACTS

Any Contractor(s) who perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act.

13.0 COMPLIANCE WITH LAWS

W.W. Grainger, Inc. shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations. W.W. Grainger, Inc. shall agree that in the performance of the contract, they will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular.

14.0 ASSIGNMENT OF CONTRACT

The contract shall not be assignable by the W.W. Grainger, Inc. in whole or in part without the written consent of the Savannah-Chatham County Public School System.

15.0 DAMAGE

W.W. Grainger, Inc. shall be held responsible for, and shall be required to make good, at his own expense, any and all damages that are done by or caused by him or his agents in the execution of this contract.

16.0 INVOICES

Copies of all invoices, along with required acceptance documents and required warranties, will be submitted to:

Savannah-Chatham County Public School System
Attn: Accounts Payable
208 Bull Street, Room 119
Savannah, Georgia 31401

The District's payment terms are **2% 10 Net 40**.

17.0 CONTROLLING LAW AND VENUE

This contract shall be construed under the laws of the State of Georgia, and venue arising out of this agreement is in Chatham County, Georgia, regardless of the place of execution or performance.

18.0 LIQUIDATED DAMAGES

The District may reduce the W.W. Grainger, Inc.'s invoice by an amount, as determined by the Purchasing Director, for sub-standard work that does not comply with the Specifications. Accordingly, the District will also reduce the W.W. Grainger, Inc.'s invoice by **\$100.00 per day** for failure to provide the goods or services within the delivery time specified in the bid response and this resulting contract. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

19.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

W.W. Grainger, Inc.'s are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.00; provided, however and an individual

Memorandum of Agreement
Bid 17-18 Groves High School Logistics Program – Supplies and Equipment
W.W. Grainger, Inc.

who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual. Please note that all E-Verify numbers must be four-six digits numbers. All forms must be notarized and all affidavits are subject to open records.

20.0 GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime, W.W. Grainger, Inc. or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a Service Provider or subcontractor under SCCPSS contracts.

21.0 GEORGIA OPEN RECORDS ACT

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other public records to be made public unless otherwise provided by law. The State Purchasing Act was recently amended legislatively through Senate Bill 175 to provide "audited financial statements not otherwise publicly available but required to be submitted in the proposal, offer, or proposal shall not be subject to public disclosure" (O.C.G.A. Section 50-5-67(d)(4)). Accordingly, to the extent the Offeror has determined this provision is applicable to protect its submitted financial information from disclosure, the Offeror must submit its financial information as a separate document clearly marked as confidential. PLEASE NOTE: Even though information (financial or other information) submitted by an Offeror may be marked as "confidential", "proprietary", etc., the DISTRICT will make its own determination regarding what information may or may not be withheld from disclosure.

22.0 INDEMNIFICATION

Contractor hereby agrees to indemnify and hold harmless the Savannah-Chatham County Public School District (the "SCCPSS," the "District," or the "Owner"), the Board of Education for the City of Savannah and the County of Chatham (the "Board of Education"), and any Program Manager serving as the Owner's representative for the Project and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent they are caused by the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence of the Indemnitees.

This indemnification does not extend beyond the scope of this Contract and the work undertaken thereunder. Nor do the parties intend this indemnification provision to require the Contractor to indemnify the District for claims for attorney's fees and expenses of litigation asserted by the

Memorandum of Agreement
Bid 17-18 Groves High School Logistics Program – Supplies and Equipment
W.W. Grainger, Inc.

District against the Contractor for the Contractor's alleged breach or default under the terms of this Contract, unless the Contractor is determined by a court of competent jurisdiction to be liable to the District and the District's recovery of attorney's fees and litigation expenses is otherwise permitted by applicable law. This indemnification does not extend to claims for losses or injuries or damages incurred by the Indemnitees due to any negligent act, error, or omission of a design professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession. Suits or Claims for Infringement. The Contractor shall indemnify and hold the Owner harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

23.0 INSURANCE REQUIREMENTS

The Contractor shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractor's bid. Prior to the commencement of any work, the Contractor shall obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Contractor's insurance policy for the duration of the contract term.

The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

- a. *Commercial General Liability*- Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
- b. *Automobile Liability*-Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than \$1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.
- c. *Worker's Compensation Insurance*- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq.
- d. *Umbrella Liability*- Limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.

Upon notification of award the successful bidder will be given seven (7) days to supply insurance certificates with the Board named as certificate holder. Failure to provide proof of insurance coverage will result in rejection of the submitted bid. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

24.0 TERMINATION FOR CAUSE/DEFAULT

In case of failure to deliver in accordance with the contract terms and conditions, the District, after due oral or written notice, may procure them from other sources and hold W.W. Grainger, Inc. responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, W.W. Grainger, Inc. shall fail to fulfill in a timely and proper manner their obligations under a contract resulting from this bid, or if W.W. Grainger, Inc. violates any of the covenants, agreement, or stipulations of a resulting contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of

Memorandum of Agreement
Bid 17-18 Groves High School Logistics Program – Supplies and Equipment
W.W. Grainger, Inc.

such termination. Notwithstanding the above, W.W. Grainger, Inc. will not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by W.W. Grainger, Inc.. The District may withhold any payments to W.W. Grainger, Inc. for the purpose of set off until such time as the exact amount of damages due to the District from W.W. Grainger, Inc. is determined.

25.0 TERMINATION FOR CONVENIENCE

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the District. Any such termination shall be effected by delivery to W.W. Grainger, Inc., at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, W.W. Grainger, Inc. must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve W.W. Grainger, Inc. of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

25.0 TERMINATION FOR LACK OF FUNDING

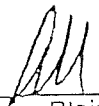
Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to W.W. Grainger, Inc. by the Savannah-Chatham County Public School System (SCCPSS) solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to W.W. Grainger, Inc. the occurrence thereof.

This contract is written to clarify key issues related to the award of. This contract does not supersede or rescind the provisions set forth **Bid 17-18 Groves High School Logistics Program - Supplies and Equipment.**

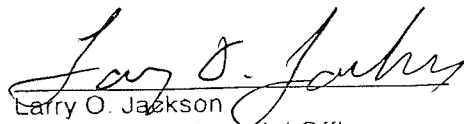
IN WITNESS WHEREOF, the parties have subscribed their names below.

W.W. GRAINGER, INC.

BOARD OF PUBLIC EDUCATION FOR
THE CITY OF SAVANNAH
AND THE COUNTY OF CHATHAM



Aaron Blaine
Government Account Manager



Larry O. Jackson
Interim Chief Financial Officer

28 Apr 17

Date

5 - 2 - 17

Date