SUBJECT: PIGGYBACK ALTERNATE CONTRACT SOURCE (ACS) CONTRACT NO. 31160000-18-ACS FOR INDUSTRIAL & COMMERCIAL SUPPLIES AND EQUIPMENT

BID #: PSC-0379-18 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: (-) **NUMBER RECEIVED:** (-) **OTHER** (-)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to piggyback Alternate Contract Source (ACS) Contract No. 31160000-18-ACS between the State of Florida and W.W. Grainger, Inc., for Industrial & Commercial Supplies and Equipment to be used for as needed basis. Period of Service from January 1, 2018 through September 30, 2020. Total award amount not-to-exceed $150,000.00.

This award to be funded by account: PWPB5A1MAPR-05215 to be executed by formal contract through the Office of General Counsel and processed by individual purchase orders. Exhibits A & B (Insurance and Indemnification) from Risk Management to be made part of the COJ Contract.

Attachments: Recommendation Memo, Vendor Letter, Certificate of Insurance, Alternate Source Contract 3116000-ACS, Exhibit A, Exhibit B, Exhibit C, Exhibit D

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Greg Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Roy Birbal, CFM, Chief, Public Buildings Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

PSC-0379-18

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 630-5401
www.coj.net

ONE CITY. ONE JACKSONVILLE.

12/18/17 16:51:30
Procurement Division

December 15, 2017

MEMORANDUM

TO: **Gregory W. Pease, Chief**
Procurement Division

THRU: **John P. Pappas, P.E., Director**

FROM: **Roy Birbal, Chief**

SUBJECT: **W.W. Grainger, Inc.**
Recommendation to piggyback Alternate Contract Source (ACS) Contract No. 31160000-18-ACS between the State of Florida and W.W. Grainger, Inc. for Industrial & Commercial Supplies and Equipment.

W.W. Grainger, Inc. has an Alternate Contract Source (ACS) Contract No. 31160000-18-ACS with the State of Florida for Industrial & Commercial Supplies and Equipment for the period November 16, 2017 through September 30, 2020.

Contract No. 31160000-18-ACS piggybacks the State of New York competitively procured Industrial & Commercial Supplies and Equipment Contract No. 3900022918 with W.W. Grainger, Inc. as well as other vendors.

W.W. Grainger, Inc. has extended the City of Jacksonville (COJ) the opportunity to piggyback the State of Florida Contract No. 31160000-18-ACS effective January 1, 2018.

The Public Buildings Division recommends piggybacking Contract No. 31160000-18-ACS for as needed purchases for the period January 1, 2018 through September 30, 2020.

If approved, the agreement will be documented by formal Contract through the Office of General Counsel.

Recommend FY18 funding in the amount of $150,000.00 utilizing PWPB5A1MAPR-05215 to be encumbered by individual releases against a master blanket, dependent on funding, the appropriate account and fiscal year.

Your assistance in concurring with this recommendation for the respective award would be appreciated.

Any questions or concerns can be directed to Jim Lange in Public Buildings at (904) 255-4340.

Attachments (Exhibit B excluded, please reference www.dms.myflorida.com 31160000-18-ACS for online pricing):

- Letter from Vendor extending the City of Jacksonville the opportunity to piggyback Contract #31160000-18-ACS
- Certificate of Insurance
- Alternate Source Contract 31160000-18-ACS between the State of Florida and W.W. Grainger, Inc.
- Exhibit A: Alternate Source Contract 31160000-18-ACS (General Contract Conditions (Florida))
- Exhibit B: Alternate Source Contract 31160000-18-ACS (State of Florida Price Sheet) (www.dms.myflorida.com)
- Exhibit C: State of New York Award (Contract No. 3900022918) (Master Agreement/Award)
- Exhibit D: Alternate Source Contract 31160000-18-ACS (Preferred Pricing Affidavit)
- **Exhibits A & B (Insurance and Indemnification) from Risk Management to be made part of the COJ Contract.**

cc: Ann Brackin, Public Works Contracts & Finance Manager
Marilyn Laidler, Purchasing Analyst
Jim Lange, Contract Administration Coordinator

1657 Shermer Road
Northbrook, IL 60062
Phone: 877.875.6929
Fax: 877.994.1969

12/8/2017

City of Jacksonville
Public Buildings Dept.
Attn: Jim Lange

Dear Mr. Lange,

Grainger would like to thank you for providing the opportunity to serve the City of Jacksonville. We also thank you for your interest in our State of Florida Contract #31160000-18-ACS Industrial & Commercial Supplies and Equipment which became effective November 16, 2017.

As you are aware, the State of Florida Contract #450-000-11-ACS to which the City of Jacksonville was piggybacking (City of Jacksonville Contract 8178-02) was scheduled to expire December 31, 2017. Effective November 16, 2017, the State of Florida Contract #31160000-18-ACS superseded Contract 450-000-11-ACS and the City of Jacksonville was grandfathered into the new Contract through December 31, 2017.

The State of Florida Contract #31160000-18-ACS piggybacks the State of New York Contract # 3900022918 which was competitively procured for Industrial & Commercial Supplies and Equipment and became effective November 3, 2015 and terminates on September 30, 2020 with renewal options available.

The competitively procured contract with the State of Florida Contract #31160000-18-ACS pertains to Industrial & Commercial Supplies and Equipment, including Electrical, Fluid Power, Hand Tools, HVAC, Lighting, Cleaning, Material Handling, Motors/Power, Pneumatics, Production Tools, Pumps/Plumbing, Power Tools, and Safety/Security.

Grainger would like to extend to the City of Jacksonville the opportunity to continue piggybacking the State of Florida Contract # 31160000-18-ACS effective January 1, 2018 through September 30, 2020 with renewal options available.

Contract #31160000-18-ACS offers free shipping with no minimum order requirements. Sign on to Grainger.com to see your contract pricing and deeper discounts on frequently purchased items. The State of Florida contract provides access to over 1.3 million products.

The City of Jacksonville is in a position that allows them to analyze all responses and the State of Florida Contract #31160000-18-ACS Industrial & Commercial Supplies and Equipment to determine if an "Alternate Proposal" will offer overall "best value". Items to consider when awarding this bid include item pricing, service locations, inventory, service level history, e-commerce capabilities, supplier support, and customer preference.

Control and Organize Your MRO Inventory

Grainger offers a wide variety of MRO inventory management services to help you identify and improve your procurement processes. Many of these solutions can be fully integrated with your purchasing systems or Grainger.com®.

1657 Shermer Road
Northbrook, IL 60062
Phone: 877.875.6929
Fax: 877.994.1969

The day-to-day management of building operations is challenging enough—even without the responsibilities of purchasing, managing, and controlling your MRO product and inventory needs to support your maintenance activities. Grainger's KeepStock® solutions are designed to help you:

- Reduce procurement process costs for consumable MRO supply purchases
- Improve optimization of inventory levels – reduce overstocking or "out-of-stocks"
- Improve control and organization of your inventory
- Enhance productivity of your MRO procurement team

Inventory

Grainger prides itself on having the right items at the right time. Another advantage to having so many locations is Grainger's ability to custom stock items that the customer needs. Should the City of Jacksonville end users need specific items stocked at the nearest branch for immediate needs, Grainger will gladly house those items at the desired branch location(s).

Each location inventories items that are specifically required for their geography. Grainger will work with the Customer to identify location specific needs and stock at the local branch, if desired.

Service Locations

Aside from pricing, many customers are looking for other value added type solutions. One of the most important is the service location platform of the supplier. Grainger offers the City of Jacksonville different servicing locations (branches) throughout the State of Florida. These locations allow the end user more options to pick up supplies immediately. The advantage of many service locations also includes localized inventory.

E-Commerce Capabilities

Another very important solution to many of our customers is e-commerce. Grainger's award winning site offers the end user a 24/7 platform for ordering products. The end user does not have to wait for store hours to place an order. In addition, the site allows the end user to do product searches.

The site also allows the end user to create a master list of products they order. When the end user is ready to purchase, they simply go to their list and check the items they want. This saves on ordering time and ensures consistent purchasing.

Thank you for your consideration relative to this agreement. We feel that affiliating to the State of Florida (Contract #31160000-18-ACS Industrial & Commercial Supplies and Equipment) agreement is the best overall value for the City of Jacksonville and look forward to our continued relationship in the future.

Should you have any questions, please contact your Account Manager, Eileen Walker at 904-445-7803.

Sincerely,

Eileen Walker
Government Account Manager

Exhibit A

GENERAL CONTRACT CONDITIONS

Table of Contents

SECTION 2. CONTRACT TERM AND TERMINATION. 1
SECTION 3. PAYMENT AND FEES. 2
SECTION 4. CONTRACT MANAGEMENT. 4
SECTION 5. COMPLIANCE WITH LAWS. 5
SECTION 6. MISCELLANEOUS. 7
SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION 9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY. 10
SECTION 9. DATA SECURITY AND SERVICES. 12
SECTION 10. GRATUITIES AND LOBBYING. 13
SECTION 11. CONTRACT MONITORING. 13
SECTION 12. CONTRACT AUDITS. 15
SECTION 13. BACKGROUND SCREENING AND SECURITY 16

These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered

under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business

enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.
The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.
The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.
If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the 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, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration

of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.
Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.
The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.
The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss.
Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within 10 days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within 10 days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence.
Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver.
The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.10 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

7.3 Indemnification.

The Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims,

assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and

maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available

at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property.
Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.
The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.
Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.
(b) The type of information that was subject to the unauthorized access and acquisition.
(c) The type and number of entities who were, or potentially have been affected by the breach.

(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.
The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.
If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public

enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing

work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. http://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related or information technology crimes
(b) Fraudulent practices, false pretenses and frauds, and credit card crimes
(c) Forgery and counterfeiting
(d) Violations involving checks and drafts
(e) Misuse of medical or personnel records
(f) Felony theft

13.4 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	Illinois Union Insurance Company	27960
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
W.W. Grainger, Inc. and its subsidiaries, affiliates and divisions (see attached addendum for Named Insureds)
100 Grainger Parkway
Lake Forest IL 60045 USA

COVERAGES **CERTIFICATE NUMBER: 570069499659** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	GL0554290805	01/01/2018	01/01/2019	EACH OCCURRENCE	$10,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$10,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$10,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY	Y	Y	BAP 5542907 05	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB X OCCUR			G27936155003	01/01/2018	01/01/2019	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $25,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC554290405 AOS	01/01/2018	01/01/2019	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC554290505 MA & WI	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
A	Excess WC			EWS554290605 SIR applies per policy terms & conditions	01/01/2018	01/01/2019	EL Each Accident	$1,000,000
							EL Disease - Policy	$1,000,000
							EL Disease - Ea Emp	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Retro policy applies to the following states: WI & MA. The City of Jacksonville, its members, officials, officers, employees and agents are included as Additional Insured per attached forms# U-GL-1114-A CW (10/02) and U-CA-388-A (07-94), with respect to General Liability coverage and Automobile Liability coverage, where required by written contract. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions, where required by written contract. A Waiver of Subrogation is granted in favor of City of Jacksonville, its members, officials, officers, employees and agents in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies, where required by written

CERTIFICATE HOLDER

City of Jacksonville
555 West 44th St.
Jacksonville FL 32208 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : AGEHI

Certificate No : 570069499659

©1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 10768055

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		W.W. Grainger, Inc. and its
POLICY NUMBER		
See Certificate Number: 570069499659		
CARRIER	NAIC CODE	EFFECTIVE DATE
See Certificate Number: 570069499659		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

contract. 30 days notice of cancellation granted in favor of the certificate holder for General Liability, Auto Liability and Workers Compensation.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 10768055

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		W.W. Grainger, Inc. and its
POLICY NUMBER		
See Certificate Number: 570069499659		
CARRIER	NAIC CODE	EFFECTIVE DATE
See Certificate Number: 570069499659		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds

including Imperial Supplies LLC and Zoro Tools, Inc.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Policy Number
GLO 5542908-05

ENDORSEMENT #3

ZURICH AMERICAN INSURANCE COMPANY

Named Insured W.W. GRAINGER, INC.

Effective Date: 01-01-18
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL INC

Agent No. 01784-000

BLANKET ADDITIONAL INSURED

"WHO IS AN INSURED" IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED UNDER CONTRACT OR AGREEMENT TO PROVIDE INSURANCE. HOWEVER, THE INSURANCE PROVIDED SHALL NOT EXCEED THE SCOPE OF COVERAGE AND/OR LIMITS OF THIS POLICY. NOTWITHSTANDING THE FOREGOING SENTENCE, IN NO EVENT SHALL THE INSURANCE PROVIDED EXCEED THE SCOPE OF COVERAGE AND/OR LIMITS REQUIRED BY SAID CONTRACT OR AGREEMENT.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 5542908 05	01/01/2018	01/01/2019		01784000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: W.W. GRAINGER, INC.

Address (including ZIP Code):

100 GRAINGER PARKWAY

LAKE FOREST, IL 60045

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Waiver Of Subrogation (Blanket) Endorsement

Policy No	Eff Date of Pol	Exp. Date of Pol.	Eff Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 5542908 05	01/01/2018	01/01/2019	01/01/2018	01784000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

ENDORSEMENT

Insurance for this coverage part provided by
ZURICH AMERICAN INSURANCE COMPANY

Policy Number
BAP 5542907-05
Renewal of Number
BAP 5542907-04

BLANKET ADDITIONAL INSURED

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

ZURICH

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Agency No	Addl Prem	Return Prem
BAP 5542907-05	01-01-2018	01-01-2019	01-01-2018	01784-000		

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: W.W. GRAINGER, INC.
Address (including ZIP code): 100 GRAINGER PKWY
LAKE FOREST IL 60045-5202

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization: Only those persons or organizations for whom you are required to waive your rights of recovery under the terms of a written contract.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: _____ Date: _____
Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2018 Policy No. WC 5542904-05 Endorsement No.

Insured: W.W. GRAINGER, INC. Premium $

Insurance Company: Zurich American Insurance Company Countersigned by _____

Copyright 1983 National Council on Compensation Insurance, Inc.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
City of Jacksonville 555 West 44th St. Jacksonville FL 32208 USA	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2018 Policy No. WC 5542904 05 Endorsement No.
Insured: W.W. Grainger, Inc. Premium $

Insurance Company: American Zurich Insurance Company

 Includes copyrighted material of National Council on Compensation Insurance, Inc. with its permission.

Notification to Others of Cancellation

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP5542907 05	01/01/2018	01/01/2019	01/01/2018	01784-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
City of Jacksonville 555 West 44th St. Jacksonville FL 32208 USA	**30**

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Notification to Others of Cancellation

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5542908 05	01/01/2018	01/01/2019	01/01/2018	01784-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Jacksonville 555 West 44th St. Jacksonville FL 32208 USA	30

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

Alternate Contract Source (ACS)
No. 31160000-18-ACS
For
Industrial & Commercial Supplies and Equipment

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and W.W. Grainger, Inc., 1657 Shermer Road, Northbrook, IL 60062 (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The State of New York competitively procured Industrial & Commercial Supplies and Equipment and signed contract number 3900022918 with the Contractor, attached hereto as Exhibit C (Master Agreement). The Master Agreement is effective November 3, 2015, and terminates on September 30, 2020. Renewal options are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative contract source is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will become effective on November 16, 2017 or on the date the document is signed by all Parties, whichever is later, consistent with the Master Agreement, unless terminated earlier in accordance with the General Contract Conditions.

2. Renewal.
Upon agreement of the Parties, this ACS may be renewed. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this ACS.

3. Modifications or Additions to Master Agreement.
As used in this document, "Contract" and "ACS" (whether or not capitalized) shall, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties. Amendments to the Master Agreement will be automatically incorporated into this ACS.

All Exhibits attached or listed below are incorporated in their entirety into, and shall form part of this Contract. Exhibits A and B modify or supplement the terms and conditions of the Master Agreement. The Parties agree that these modifications or additions shall apply to actions between the Contractor and the State of Florida (including participating Florida agencies and eligible users). In the event of a conflict, the following order of precedence shall apply:

a) This ACS and amendments, with the latest issued having priority.
b) Exhibit A: General Contract Conditions (Florida).
c) Exhibit B: State of Florida Price Sheet.
d) Exhibit C: Master Agreement.
e) Purchase Orders.
f) Exhibit D: Preferred Pricing Affidavit
g) Exhibit E: Quarterly Sales Report

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation. If comparable Florida law or regulation does not exist, such citation or reference will be deemed not applicable to this Contract.

4. Purchase Orders.

Upon execution of this Contract, Customers, as defined in Section 1.1 of the General Contract Conditions (Exhibit A), may purchase products and services under this ACS using this State of Florida ACS for Industrial & Commercial Supplies and Equipment. Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this ACS and its Exhibits.

5. Primary Contacts.

Department's Contract Manager:
Gerriod Griffin
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 487-9847
Email: Gerriod.Griffin@dms.myflorida.com

Contractor's Contract Manager:
Kevin Sandt
W.W. Grainger, Inc.
3924 W. Pensacola St.
Tallahassee, FL 32304
Telephone: (678) 540-0155

kevin.sandt@grainger.com

6. Warranty of Authority.

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties.

This document and the attached exhibits constitute the ACS and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

CONTRACTOR

Kevin Sandt - Sr. Govt. Sales

11-1-17
Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

David Zeckman, Chief of Staff

11/3/2017
Date:

NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | http://nyspro.ogs.ny.gov | customer.service@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 39000 – INDUSTRIAL & COMMERCIAL SUPPLIES AND EQUIPMENT (Statewide)** **Classification Code(s): 26, 27, 39 & 46**
Award Number	:	**22918 – E*, EE, ES, RA** **(Replaces Award 20304)**
Contract Period	:	**November 3, 2015 – September 30, 2020**
Bid Opening Date	:	**July 8, 2015**
Date of Issue	:	**November 3, 2015 (Revised 08/15/17)**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Kathleen Danaher Title : Contract Management Specialist Phone : 518-474-8484 Fax : 518-474-8676 E-mail : kathleen.danaher@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

PR # 22918

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22918 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED JUNE 24, 2015.

This comprehensive catalog contract provides a means for inventory reduction by offering quick shipping (usually 24-48 hours) of a broad array of products; aggregation and purchase of a variety of different products from the same contractor with a single order and subsequent single payment voucher.

This Contract Award Notification contains MWBE goals of 10% MBE and 10% WBE.

CONTRACT #	CONTRACTOR & ADDRESS	FED.IDENT.#	NYS VENDOR#
PC67222 SB	Bejian Century Supply Inc. d/b/a Johnstone Supply	141560277	1000006827
PC67224	CooperFriedman Electric Supply d/b/a Cooper Electric Supply and Friedman Electric Supply	210728076	1100041675
PC67225 SB	F & F Industrial Equipment Corp	141634506	1000006927
PC67226	F. W. Webb Company	041952890	1000005237
PC67227	Fastenal Company	410948415	1000009296
PC67228	Graybar Electric Co., Inc.	130794380	1000025919
PC67229	Hillyard, Inc.	440522196	1000009363
PC67230	Interline Brands, Inc., d/b/a Supply Works	222232386	1000008739
PC67231	Kaman Industrial Technologies Corp.	060914701	1000021096
PC67273 SB	McQuade & Banningan, Inc.	150384370	1000007324 7
PC67233 SB	Nassau Country Value, Inc.	141668720	1000006983
PC67234	Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co.	135526506	1000006580
PC67232 WBE	Turtle & Hughes, Inc.	135444820	1100006475
PC67235	W. W. Grainger, Inc.	361150280	1000009167
PC67236 MBE SB	WATS International Inc.	141622445	1000006906

PC67237	WESCO Distribution, Inc.	251723345	1000008999
PC67656	Winzer Corporation	953152321	1000018814

For complete Contractor contact information, Products & Districts Matrix, Authorized Resellers and Pricing information for this Award, please see the Contractor Information page located on the OGS Website at: https://www.ogs.ny.gov/purchase/spg/awards/3900022918Can.htm

Cash Discount, If Shown On The Contractor Information Document, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Invoicing and Payment" in this document.)

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,

- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).DISPUTE RESOLUTION POLICY

It is the policy of the Office of General Services' Procurement Services to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to Procurement Services Bid solicitations, contract awards and contract administration. Procurement Services encourages vendors to seek resolution of disputes through consultation with Procurement Services staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of Procurement Services' Dispute Resolution Procedures for Vendors may be obtained by contacting Procurement Services or through the OGS Website at: http://nyspro.ogs.ny.gov/content/dispute-resolution-procedures. OGS reserves the right to change the procedures set forth in Procurement Services' Dispute Resolution Procedures for Vendors, in non-material and substantive ways without seeking a contract amendment.

ORDER OF PRECEDENCE

The list of documents below address clarifications agreed to by the Contractor and the Office of General Services (OGS) and resolved by the parties and set forth herein in an order of precedence for the Contract award. The documents listed below were included in Solicitation #22918 or provided by the Contractor. Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

1) Appendix A (January 2014) Standard Clauses for NYS Contracts;
2) Contract Award Letter
3) Revisions and Clarifications to Bid Specifications
   i. Addendum #4 – Dated June 25, 2015
   ii. Addendum #3 – Dated June 15, 2015
   iii. Addendum #2 – Dated June 12, 2015
   iv. Addendum #1 – Dated June 10, 2015
4) Appendix D, Contractor Requirements And Procedures For Equal Employment And Business Participation Opportunities For Minority Group Members And New York State Certified Minority- And Women-Owned Business Enterprises;
5) Solicitation #22918 including all Appendices and Attachments referenced therein;
6) Bidder's Bid

OVERVIEW

This Contract provides Authorized Users with a means of acquiring Industrial & Commercial Supplies and Equipment which are purchased repetitively or on an emergency basis. It also provides a means for inventory reduction by offering quick shipment (within 24-48 hours) of a broad array of products and aggregation and purchasing of a variety of different products from the same Contractor with a single order. This Contract further offers Authorized Users the ability to pick-up orders. Procurement Instructions describing requirements for Authorized Users to purchase from the Centralized Contract are found in Section Procurement Instructions. Services are excluded from the scope of this Contract.

ESTIMATED QUANTITIES

This Contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. All quantities or dollar values listed within this Contract are estimates. The historical dollar value of all contracts issued under the previous award is approximately $135,000,000.00 annually.

Numerous factors could cause the actual value of the Contract to vary substantially from the historical value. Such factors include, but are not limited to, the following:

- The Contract is a nonexclusive Contract;
- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of the Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the Contract period; and,
- The State reserves the right to terminate the Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

In Procurement Service's experience, depending on the price of a particular item, the actual volume of purchases for that Product could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual Contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates/historical values provided in this Contract.

GLOSSARY

The terms used in this Contract shall be defined in accordance with Appendix B – *Definitions*. In addition, the following definitions shall apply.

"Business Day" Shall refer to 8 hours of operation, Monday through Friday within the hours of 7:00 am – 6:00 pm ET, excluding NYS Holidays.

"Contractor" shall refer to a responsive and responsible Bidder who is working under an executed contract with New York State. Contractor is a general term.

"Deeper Discount" refers to an additional discount beyond the Product Category Discount **for** each Product offered within a Product Category.

"District" shall refer to New York State counties that are grouped together for purposes of this Contract.

"Hot List Pricing" shall refer to better pricing on most commonly purchased products.

"Inside Delivery" refers to a delivery method wherein the Contractor brings the shipped Product(s) from the vehicle into the entrance of the ordering Authorized User's building.

"NYS Holidays" refers to the legal holidays for State Employees in the Classified Service of the Executive Branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year's Day; Martin Luther King Day; Washington's Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas Day.

"NYS Vendor ID" shall refer to the ten-character identifier issued by New York State when the vendor is registered on the Vendor File.

"Periodic Recruitment" is a process whereby OGS, at any time and in its best interest, reserves the right to open the procurement to additional Bidders under the same terms and conditions as the original solicitation.

"Preferred Source Offering" shall refer to those commodities or services that have been approved in accordance with State Finance Law §162.

"Preferred Source Program" shall refer to the special social and economic goals set by New York State in State Finance Law §162 that require a governmental entity purchase select commodities and services from designated organizations when the commodities or services meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law §163, purchases of commodities and services from preferred sources are given the highest priority and are exempt from the competitive Bidding requirements. The New York State preferred sources include: Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries); New York State Preferred Source Program for People Who Are Blind, NYS Industries for the Disabled; and the Office of Mental Health. These requirements apply to a State agency, political subdivision and public benefit corporation (including most public authorities).

"Reseller/Distributor/Authorized Dealer" is a company or individual (merchant) that purchases goods with the intention of selling them rather than consuming or using them.

PRODUCT CATEGORIES

Services are excluded from the scope of this Contract and are not offered in any Product Category. **Examples listed below are not limited to the Products listed in each Product Category.**

Product Categories	Examples
Electrical	• Circuit Breakers • Conduits • Electrical Boxes • Fuses • Switches • Wire • Connectors • Outlets • Switches • Cords • Plugs
Fluid Power Equipment	• Pressure Washers • Spray Guns and Kits • Hydraulics • Hoses • Tubing • Hydraulic liquids
HVAC (Heating, Ventilation, Air Conditioning)	• Air Filters • Blowers • Diffusers • Fans • Coolant • Small Heaters • Air Conditioner Units (Window and Portable) • Foam Coil Cleaners • Filters • Valves
Lighting	• Lamps • Ballasts • Fixtures • Bulbs • Diodes • Tubes
Maintenance/Cleaning	• Cleaning Chemicals • Hand Soaps • Paper Products • Trash Can Liners • Ladders • Paint Supplies • Paint • Welding Supplies • Adhesives • Shop Supplies • Fasteners • Seasonal Lawn and Garden Supplies • Metal Raw Materials (Pins, Flat Stock, Rods, etc.)

Material Handling	• Hand Trucks • Containers • Cabinets • Chains • Wire Rope • Pails/Drums
Motors/Power Transmission	• Belts • Pulleys • Comb Hammer • Motors
Pneumatics	• Various Valves • Flanged Globes • Relays • Compressors • Cylinders
Production Tools	• Drive Bits • Friction Lighters • Band Saws • Lighter Sets • Tank Adapters
Pumps and Plumbing	• Facets • Fittings • Pipes • Water Filters • Drains • Pumps • Plumbing Tools
Safety and Security	• Eye Protection • Eye Wash • Head and Face Protection • Hearing Protection • Gloves • Protective Clothing • First Aid • Barricades • Fire Escape Ladders • Strobes • Master Lock
Hand Tools	• Hammers • Pliers • Rakes • Screwdrivers • Shovels • **Hand Saw** • **Measuring Tools (Levels, Tape Measures, etc.)**
Power Tools	• Electric Drills • Electric Grinders • Electric Sanders • Electronic Saws

DISTRICTS

Contractors offered at least four (4) out of thirteen (13) Product Categories in each awarded District. See "Product and District" matrix for specifics.

Districts are grouped by counties as follows:

DISTRICT A	DISTRICT B	DISTRICT C	DISTRICT D
Allegany	Broome	Albany	Bronx
Cattaraugus	Cayuga	Clinton	Kings
Chautauqua	Chenango	Columbia	Nassau
Chemung	Cortland	Dutchess	New York
Erie	Delaware	Essex	Queens
Genesee	Fulton	Franklin	Richmond
Livingston	Hamilton	Greene	Rockland
Monroe	Herkimer	Orange	Suffolk
Niagara	Jefferson	Putnam	Westchester
Ontario	Lewis	Rensselaer	
Orleans	Madison	Rockland	
Schuyler	Montgomery	Saratoga	
Seneca	Oneida	Schenectady	
Steuben	Onondaga	Sullivan	
Wayne	Oswego	Ulster	
Wyoming	Otsego	Warren	
Yates	St. Lawrence	Washington	
	Schoharie	Westchester	
	Tioga		
	Tompkins		

CONTRACTOR REQUIREMENTS

Contractor must offer at least four (4) of the thirteen (13) Product Categories under the Contract. Contractor must also offer a minimum of 100 Products in each category and have a minimum 10,000 Products overall under the Contract. In order to facilitate the need for Authorized Users to pick-up orders, free of charge, Contractor and/or their resellers/distributors/authorized dealers must also have a warehouse/distribution center/store in each District under the Contract. The option to pick-up orders is at the discretion of the Authorized User and must be denoted on the purchase order. Pick-up orders shall be ready within 24 – 48 hours after receipt of order with the exception of non-stock orders which must be ready for pickup within 10 business days after receipt of order. See Section 6.14 – Orders. Warehouse/distribution center/store needs to be in operation for a minimum of 8 hours, Monday through Friday, except NYS Holidays, between the hours of 7:00 am and 6:00 pm.

CONTRACT PERIOD AND RENEWAL

The Contract shall be in effect for a term of five (5) years. The Contract shall commence after all necessary approvals by both parties and shall become effective upon mailing or electronic communication of the final executed documents (see Appendix B, *Contract Creation/Execution*).

Contracts awarded under any additional periodic recruitment periods or those Contracts awarded in phases, will have a lesser initial Contract term such that the Contracts from all periodic recruitments and all phases of awards end on the same date, regardless of start date.

If mutually agreed between OGS and the Contractor, the Contract may be renewed under the same terms and conditions for a period of up to one (1) additional year.

PERFORMANCE AND BID BONDS

There are no bonds for this Contract. In accordance with Appendix B, *Performance/Bid Bond,* the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Contract term.

PROCUREMENT INSTRUCTIONS

This Contract is issued under a multiple award structure. Authorized Users shall procure Products that best meet their form, function, and utility requirements.

Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law, particularly §162, regarding Products provided by Preferred Source suppliers.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

Authorized Users shall review multiple Price Lists posted on the OGS website to determine best pricing. Authorized Users shall utilize the Product of the Contractor offering the lowest price that meets the Authorized User's form, function, and utility requirements, documenting in the procurement record the determination of the criteria used for the selection.

Authorized Users are encouraged to use the Contractor offering the lowest price but if that Contractor is not selected, then the agency must prepare documentation for the procurement record explaining the action taken (i.e., the low Contractor could not provide the Product in the time frame required, Contractor did not have the needed equipment, etc.).

SHORT TERM EXTENSION

In the event a replacement contract has not been issued, listed herein, may be extended unilaterally by the State for an additional period of up to three (3) months upon notice to the Contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. Any extension terminates upon award of a replacement contract.

PRICE

Price includes all customs, duties, and charges and is net, F.O.B. destination any point in New York State, for orders, as designated by the ordering agency including Inside Delivery. (See Section *Minimum Order* and Section *Product Delivery*.)

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Contractor's pricing information is included in the posted Price List linked from the Contractor's Information page, which will apply to all districts awarded.

Contractors shall hold pricing for one year from the start date of the Contract. Contract prices may be changed on the first anniversary of the Contract start date and annually thereafter. OGS, at its discretion, may request price changes at any time, if it is in the best interest of the State.

Discounts are firm for the entire period of the Contract, and no discount reductions will be allowed at any time. Discount increases are permitted at any time. See Section – *Price Updates*.

ADDITIONAL DISCOUNTS

Deeper Discount

A Contractor may have offered a Deeper Discount by an individual Product within a Product Category. This Deeper Discount is set forth in column "H" - Deeper Discount, in their Price List posted on the OGS Website. ***This discount is included in the NYS Unit Price.***

Volume Discounts

A Contractor may have offered volume discount(s) **at the transaction level** using the following thresholds (Refer to each Contractor's Information Page):

- $500.00 - $1,000.00
- $1,000.01 - $2,500.00
- $2,500.01 - $5,000.00
- $5,000.01 and above

ADDITIONAL DISCOUNTS (cont'd)

Prompt Payment Discounts

A Contractor may have offered prompt payment discounts **at the transaction level**. (Refer to each Contractor's Information Page).

NYS Procurement Card Discount

A Contractor may have offered a Procurement Card discount **at the transaction level.** (Refer to each Contractor's Information Page.)

Pick-Up Discount

A Contractor may have offered pick-up discounts **at the transaction level.** (Refer to each Contractor's Information Page.)

PRICE UPDATES

Updated Pricing shall be submitted on electronic media (i.e., CD or Flash Drive) **in Excel format**. Submissions in any other format will be returned to the Contractor. Contractors will be required to update their OGS approved Attachment 1 – *Pricing* Pages by redlining additions and deletions and highlighting Products whenever a price adjustment has occurred. **NYS Unit Price must be reasonable. OGS reserves the right to request further information to make a determination of price reasonableness, such as copies of other governmental contracts.**

Contractor may request a price adjustment, including new Products, annually on the anniversary of the contract start date and annually thereafter, but discounts cannot be reduced for the life of the contract. Percentages reflected in the NYS Net. Pricing must be equal to or better than those established by the Contractor's original Bid. New products (Products not previously approved) may also be offered annually. The discount offered on the new products after contract award shall be no lower than the minimum established product category discount or the Deeper Discount by Manufacturer if applicable.

Requests for price adjustments and new Products shall be submitted 30 days prior to the anniversary start date of the Contract and annually thereafter. **Requests from Contractor(s) for price increases at any other time will not be granted**. The Contractor shall provide OGS with one (1) electronic copy of the updated pricing. No Price Updates will be granted to any Contractor who has outstanding Sales Reports, Proof of Insurance or any other documentation that is required under the resulting contract.

Contractors shall be permitted to reduce their pricing any time during the contract term.

Hot List Pricing

'*Hot List Pricing*' is a way to provide Authorized Users with better pricing on most commonly purchased products. The Hot List Pricing will be based on the Contractor's report of sales submitted to OGS per the Report of Contract Usage clause.

These prices will be included in the Contractor's annual updated price list published on the OGS website. **All Hot List Pricing shall be in effect until the next annual price list update.**

CENTRALIZED CONTRACT MODIFICATIONS

a. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

CENTRALIZED CONTRACT MODIFICATIONS (cont'd)

b. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

c. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

d. All modifications proposed by Contractor, shall be processed in accordance with Appendix C, *Contract Modification Procedure*. The Contractor shall submit all requests, except for Product and Pricing updates as set forth in Section – *Price Updates* in the form and format contained in Appendix C, *Contract Modification Procedure*. The form contained within Appendix C is subject to change at the sole discretion of OGS.

e. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, *Modification of Contract Terms* .

PERIODIC RECRUITMENT

This Contract allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State and will only be utilized if deemed necessary to meet the State's ongoing requirements. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bids shall be evaluated under the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements currently in effect at the time of the new recruitment period.

A Contractor may not resubmit a Bid for future consideration on Districts and Categories awarded. However, a Contractor may submit an offer for additional Districts and/or Categories. If a Bid is deemed non-responsive during the initial solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period.

Any Contract(s) awarded under Periodic Recruitment will commence upon OGS approval in accordance with Appendix B, *Contract Creation/Execution* and will all terminate as described in Section *Contract Period and Renewal.*

CONTRACT ADVERTISING

In addition to the requirements set forth in Appendix B, *Advertising Results*, any Contractor advertisements, promotional literature and/or Contract description(s) of Contract awards must be reviewed and approved by Procurement Services prior to issuance.

MINIMUM ORDER

Shipped Products will have a minimum order of $50.00 and shall be ordered in the Contractor's standard packaging unless noted in each Contractor's Information page.

NEW YORK STATE PROCUREMENT CARD

See "Procurement Card" in Appendix B, *OGS General Specifications*. Contractors indicated if they will accept the NYS Purchasing Card for orders not to exceed $15,000 and are included on each Contractor's Information page. For all purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each delivery.

ORDERS

Purchase Orders shall be made in accordance with the terms set forth in Appendix B – *Purchase Orders.* Authorized Users may submit orders over the phone. Orders submitted during business hours shall be deemed received by Contractor on the date submitted. If available, Authorized Users may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted after business hours shall be deemed received by Contractor on the next business day. See Section - *Glossary*, "Business Day." Orders shall be shipped to the specified destination within 24-48 hours after receipt of order with the exception of non-stock orders which must be provided within 10 business days after receipt of order. **In the event that orders are not shipped in the times specified, the Contractor is responsible for contacting the Authorized User in a timely manner utilizing the contact information provided on the Authorized User's purchase order.**

All orders shall reference Contract number, requisition, and/or purchase order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation shall be itemized, and include purchase price, date of purchase, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

ACCESSIBILITY OF WEB-BASED INFORMATION AND APPLICATIONS POLICY

Contractor is solely responsible for administration, content, intellectual property rights and all materials at Contractor's website. Contractor is solely responsible for its actions and those of its agents, employees, resellers, Sub-Contractors or assigns, and agrees that neither Contractor nor any of the foregoing has any authority to act or speak on behalf of the State. As applicable, Contractor agrees to comply with the Office of Information Technology Services f/k/a Office for Technology policy NYS-P08-005 Accessibility of Web-Based Information and Applications, as may be amended, the stated purpose of which is to make State Agency web-based Intranet and Internet information accessible for persons with disabilities.

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by Information Technology Systems (ITS) and OGS and the results of such testing must be satisfactory to ITS and OGS before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

NEW YORK STATE FINANCIAL SYSTEM (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.0 Bundle 18, operating on PeopleTools version 8.49.33. The State is planning to upgrade to PeopleSoft Financials version 9.2 sometime in 2015. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

INVOICING AND PAYMENT

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B – *Contract Invoicing.*

The standard format for invoicing shall be single invoices; meaning the Contractor shall provide the Authorized User with an invoice for each order at the time of delivery. Invoices must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the correct price on the original date of order. At a minimum, the following fields must be included on all invoices:

- Vendor Name
- Vendor Billing Address
- Vendor Federal ID Number
- NYS Vendor ID Number
- Authorized User Account Number
- NYS Contract Number (PCXXXXX)
- Authorized User's Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users.

Payment of purchases made by Authorized Entities other than State Agencies under this agreement shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

PRODUCT DELIVERY

The Contractor will be expected to process and ship large numbers of orders to various destinations.

The Contractor offered Inside Delivery. Each delivery shall be delivered based upon the needs of the Authorized User.

Authorized User and Contractor may agree to delivery terms other than Inside Delivery, however, such other delivery is not included in the NYS Contract Price and Contractor may add charges with the agreement of the Authorized User.

Delivery shall be made in accordance with the instructions on the Purchase Order from each Authorized User and in accordance with Authorized User's security rules, which will be communicated during purchase ordering process. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the Authorized User and, if applicable, from OGS.

CUSTOMER SERVICE

The Contractor shall provide a sufficient number of employees for each district who are knowledgeable and responsive to customer needs and who can effectively service the contract. **(Refer to each Contractor's Information Page).**

Contractor shall provide toll-free telephone support/assistance at no extra charge to all Authorized Users. In addition, Contractor will provide a toll-free product emergency service support that is available seven days a week, twenty-four hours a day.

PRODUCT RETURNS AND EXCHANGES

Contractor Errors or Quality Problems

Products returned/exchanged due to quality problems, duplicated shipments, outdated product, incorrect Product shipped, or Contractor errors otherwise not specified, shall be replaced with specified Products or the Authorized User shall be credited/refunded for the full purchase price.

Products shall be replaced within five (5) business days of written notification to the Contractor. Delivery for a replacement Product shall be the same as stated in the Product Delivery clause herein.

Returned Products shall be picked up by the Contractor in accordance with Appendix B, Rejected Product. No restocking Fee is allowed.

Authorized User Errors

Products returned/exchanged due to Authorized User errors shall be replaced with specified Products or the Authorized User shall be credited/refunded for the full purchase price.

Product shall be replaced within five (5) business days of written notification to the Contractor. Delivery for a replacement Product shall be the same as stated in Product Delivery clause herein.

Returned Products shall be picked up by the Contractor at the time of delivery of the replacement Product, or within ten calendar days of receipt of written notification by the Contractor if a credit/refund is to be issued.

There shall be no restocking fee if returned Products are suitable for resale. Contractor may charge a restocking fee not to exceed the net price of a returned Product if not suitable for resale.

CONTRACT ADMINISTRATOR

Contractors have provided a dedicated Contract Administrator to support the updating and management of each Contract. Information regarding the Contract Administrator is provided in each Contractor's Information page linked from the *Contractors Summary* page. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled.

Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

INSURANCE REQUIREMENTS

The Contractor shall procure, at its sole cost and expense and shall maintain in full force at all times during the term of this Contract, all policies of insurance pursuant to the requirements outlined in *Insurance Requirements* of the bid solicitation.

REPORT OF CONTRACT USAGE

Contractor shall submit *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all Authorized Resellers, Dealers and Distributors, if any, no later than the fifteenth of the month following the end of each six month period of the Contract start date. If Authorized Resellers or Dealers are utilized, the Contractor shall be responsible for consolidating all contract purchases into a single report.

Contractor shall specify if any Authorized Resellers, Dealers or Distributors are NYS Certified Minority and/or Women Owned Business Enterprises (MWBEs) within the Report of Contract Usage document. Contractor shall refer to Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women section for information on how to verify certified status.

The report is to be submitted electronically via e-mail in Microsoft Excel to the Office of General Services, Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contractor's name, Contract Group Number, Award Number, Contract Number and Sales Period.

The State reserves the right to seek alternate data and reporting elements. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

RESELLER/DISTRIBUTOR/AUTHORIZED DEALER

Contractors may, if they desire, designate Resellers, Distributors or Authorized Dealers with whom purchase orders may be placed, however, they must also indicate if such Reseller(s), Distributor(s) and/or Authorized Reseller(s) are authorized to ship direct and/or receive payment. Reseller(s) and/or Distributors are listed on the *Reseller/Distributor/Authorized Dealer Information Sheet* linked from the *Contractors Information Summary* page.

Reseller(s) must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that the Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall be fully liable for Reseller(s)' performance and compliance with all Contract terms and conditions.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NUMBER 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at http://ogs.ny.gov/EO/4/Default.asp.

State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant Contract(s) may be available from one or more preferred sources. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law §162(3) or (4)(b), respectively, before engaging the Contractor.

NEW YORK STATE VENDOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that the Contractor's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the

Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

NEW YORK STATE TAX LAW §5-A

Tax Law §5-a requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than $100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

Contractors may consult with DTF's website at http://www.tax.ny.gov/ for additional information and frequently asked questions.

OVERLAPPING CONTRACT ITEMS

Products/services available in the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

"OGS OR LESS" GUIDELINES

Purchases of the Products included in the Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3) (a) (v). This means that State Agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

a. lower in price
   and/or-
b. available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site **(http://www.ogs.state.ny.us/purchase/snt/othersuse.asp).** Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services' Customer Services at 518-474-6717.

EXTENSION OF USE

This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in the Contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

EMERGENCY PURCHASING

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products and services from any source, including but not limited to this Contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

CONTRACTOR PERFORMANCE/POOR PERFORMANCE

Contractors shall be required, upon request, to provide performance surveys to customer agencies. Contract performance measures may include, but not be limited to, the following: delivery time, fill rate, response time to inquiries, resolution of problems, employee courtesy, staff knowledge ability, and overall performance. The information reported on the surveys will be used to assess Contractor's performance and may, if necessary, be used to determine continuation or cancellation of award.

MERCURY-ADDED CONSUMER PRODUCTS

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

AMERICANS WITH DISABILITIES ACT (ADA)

The Federal ADA Act bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractor is required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals.

Although it is not mandatory for Contractor to have this equipment, it is necessary to identify any such equipment offered they have which falls into the above category.

APPENDIX B AMENDMENTS

Appendix B, § 61, Indemnification is hereby deleted and replaced with the following:
Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

POOR PERFORMANCE

Authorized Users should notify the OGS Contract Manager for this Award or New York State Procurement Services Customer Services promptly if the Contractor fails to meet the requirements of this contract. Performance that does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services.

Customer Services Contact Information:

Office of General Services
New York State Procurement Services
Customer Services Coordination
38th Floor Corning Tower
Empire State Plaza
Albany, NY 12242

Tel: 518-474-6717
Fax: 518-474-2437
E-mail: customer.services@ogs.ny.gov

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22918 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED JUNE 24, 2015.

State of New York
Office of General Services
Procurement Services
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one Contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**_____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

EXHIBIT D

State of Florida
Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN
W.W. GRAINGER (THE "CONTRACTOR")
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: 31160000-18-ACS DATED November 1, 2017 (THE "CONTRACT")

Pursuant to section 216.0113, Florida Statutes, the undersigned contractor hereby attests that the Contractor complies with the Preferred Pricing clause contained in Exhibit A, General Contract Conditions.

Print Contractors Name: W.W. Grainger

By: K. Sandt Date: 11-1-17
Signature of the Authorized Representative:

Print Representatives Name/Title:
Kevin Sandt - Sr. Government Sales Mgr.

STATE OF Georgia COUNTY OF Cherokee

Sworn to (or affirmed) and subscribed before me this 1st day of November, 2017
by Kevin Sandt.

BRENDA L. THOMAS NOTARY PUBLIC CHEROKEE COUNTY EXPIRES GEORGIA August 16, 2021

Brenda L. Thomas
Signature of Notary
(Print, Type, or Stamp Commissioned Name of Notary Public)
Brenda L. Thomas

[Check One] ____ Personally Known OR ✓ Produced the following I.D. Drivers Lic.

Vendor Name: _____ FEIN# _____
Vendor's Authorized Representative Name and Title: _____
Address:
City, State, and Zip Code: _____
Phone Number: (___) ___-____ E-mail: _____
CORPORATE SEAL (IF APPLICABLE)

APPROVED
By Ann Willis at 4:58 pm, Nov 28, 2017

EXHIBIT A
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Contractor shall continue to maintain products/completed operations coverage for a period of three (3) years after the expiration of the contract.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided the Contractor shall provide thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

QWS3270X 12/19/2017 9:08 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 12/19/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 9:08 AM

FISCAL MO/YEAR : 03 2018 CURRENCY CODE :
INDEX CODE : PWPB5A1MAPR BUILDING MAINTENANCE - PUBLIC BUILDINGS
SUBOBJECT : 05215 REPAIR AND MAINTENANCE SUPPLIES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	DEC 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	-828.17	585,737.29	585,737.29
EXPENDITURES	31,023.61	106,854.82	106,854.82
ENCUMBRANCES	-7,802.17	68,720.49	68,720.49
PRE-ENCUMBRANCES	-738.08	3,261.92	3,261.92
REMAINING BALANCE	-23,311.53	406,900.06	406,900.06

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO
G005 - PRIOR RECORD DISPLAYED