

AMENDMENT 10
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing, an agency of the State of Florida, and W.W. Grainger, Inc., (Contractor) FEIN # F361150280, amends Contract No. 450-000-11-ACS (Contract). Department and Contractor are collectively referred herein as the "Parties".

Whereas, the Parties agree to modify the Western States Contracting Alliance (WSCA) market basket items and pricing per section B.5 of the Contract.

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 Pricing

The pricing list for the WSCA market basket items is located at the Alternate Contract Source (ACS) web site:

[http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance s](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wscs)
[applies wsca](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wscs) and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateofflorida>. The WSCA market basket price list is amended and hereby referred to as WSCA Market Basket Price List effective immediately upon the signature of both parties. Subject to the contract administrator's approval and without formal amendment, this and all future price lists or market baskets will be updated each quarter and posted on the Department of Management Services, Division of State Purchasing Website:

[http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/alternate_contract_source/mro_facilities_maintenance supplies wscs/pricing](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/alternate_contract_source/mro_facilities_maintenance_supplies_wscs/pricing)).

2.0 Warranty of Authority

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

3.0 Other

All other terms and conditions remain unchanged.

**State of Florida,
Department of Management Services**

W.W. Grainger, Inc.



Chad Poppell
Secretary

Name:

Kiri Sandt

Title:

Sr Public Sector Sales Manager

Date:

4/24/15

Date:

3/24/15



FLORIDA DEPARTMENT OF

management SERVICES

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Tallahassee, Florida 32319-0950

Tel: 850.488.2784 | Fax: 850.922.6149

Rick Scott, Governor

Craig J. Nichols, Agency Secretary

July 2, 2014

MEMORANDUM NO.: (450-000-11-ACS)-9

TO: User Agency

FROM: Director, State Purchasing

RE: Amendment to Contract No. 450-000-11-ACS
MRO: Maintenance and Repair Operations

The following changes have been made to the subject contract:

- The new pricing list for the Florida Paint Market Basket items have been approved.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 9
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing, an agency of the State of Florida, and W.W. Grainger, Inc., (Contractor) FEIN # F361150280, amends Contract No. 450-000-11-ACS (Contract). Department and Contractor are collectively referred herein as the "Parties".

Whereas, the Parties agree to modify the Florida Paint Market Basket items and pricing per section B.12 of the Contract.

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 Pricing

The pricing list for the Florida Paint Market Basket items is located at the Alternate Contract Source (ACS) web site:

[http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance s](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wsca)
<http://www.grainger.com/stateofflorida> and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateofflorida>. The Florida Paint Market Basket Price List is amended and hereby referred to as "Attachment A" Florida Paint Market Basket Price List effective immediately upon the signature of both parties. Hereafter, Attachment A will be updated or amended each quarter and posted on the Department of Management Services Contract Internet page.

2.0 Warranty of Authority

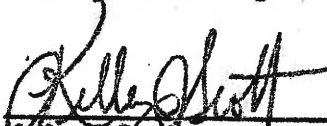
Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

3.0 Other

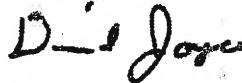
All other terms and conditions remain unchanged.

State of Florida,
Department of Management Services

W.W. Grainger, Inc.



Kelley J. Scott



Name: DAVID JOYCE

Chief Procurement Officer &
Director of State Purchasing

Title: Director, Public Sector SE Region

Date: 7/17/14

Date: 7/8/14

Enclosure: Attachment A - Florida Paint Market Basket Price List

Contract No.: DMS 450-000-11-ACS

Page 1 of 1



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Rick Scott, Governor

Craig J. Nichols, Agency Secretary

May 8, 2014

MEMORANDUM NO.: (450-000-11-ACS)-8

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO: Maintenance and Repair Operations

The following changes have been made to the subject contract:

- The new pricing lists for the Florida Market Basket and WSCA Market Basket items have been approved.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 8
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing, an agency of the State of Florida with offices at 4050 Esplanade Way #380, Tallahassee, Florida 32399-0950, and W.W. Grainger, Inc., (Contractor) FEIN # F361150280, amends Contract No. 450-000-11-ACS (Contract). Department and Contractor are collectively referred herein as the "Parties".

Whereas, the parties agree to modify the Florida and WSCA market basket items and pricing in section B. 5 of the Contract.

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 Pricing

The pricing lists for the Florida Market Basket and WSCA Market Basket items are located at the Alternate Contract Source (ACS) web site:
[http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance s supplies_wscs](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wscs) and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateofflorida>. The Florida Market Basket price list is hereby referred to as "Attachment A" and the WSCA Market Basket price list is hereby referred to as "Attachment B".

2.0 Warranty of Authority

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

3.0 Other

All other terms and conditions remain unchanged.

State of Florida,
Department of Management Services

W.W. Grainger, Inc.



Kelley J. Scott
Chief Procurement Officer &
Director of State Purchasing

Name: K. Santt
Title: Sr. Public Sector Sales Mgr.

Date: 5/22/14

Date: 5/20/14

Enclosure: Attachment A - Florida Market Basket Price List
Attachment B - WSCA Market Basket Price List



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Rick Scott, Governor

Craig J. Nichols, Agency Secretary

February 4, 2014

MEMORANDUM NO.: (450-000-11-ACS)-7

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO: Maintenance and Repair Operations

The following changes have been made to the subject contract:

The MRO: Maintenance and Repair Operations alternate contract source has been renewed for a period of three years with the vendor holding all existing 2011 pricing.

The new contract expiration date is February 28, 2017.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT NO.: 7
FINAL RENEWAL
MRO: Maintenance Repair and Operations
Contract No.: 450-000-11-ACS

This Amendment, effective February 28, 2014, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and W.W. Grainger, Inc. (Contractor), and amends **450-000-11-ACS**.

WHEREAS, Department of Management Services awarded 450-000-11-ACS to W.W. Grainger, Inc. for the provision of Maintenance Repair and Operations (MRO); and,

WHEREAS, the Department made Western States Contracting Alliance (WSCA) Contract Number 1862 an alternate contract source, 450-000-11-ACS (Contract) on September 2, 2011; and, is scheduled to expire on February 28, 2014.

WHEREAS, in accordance with Section 287.057(13), F.S. the Department and Contractor, upon mutual agreement, extend the contract, in whole or in part, for an additional period of three (3) years to end on February 28, 2017; and,

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

- 1.0 **Contract Extension.** The Department hereby executes its renewal option for a period of three (3) years, effective February 28, 2014. This extension shall be terminated at the end of three (3) years or upon the execution of a new contract, whichever occurs first.
- 2.0 **Best Pricing Offer.** The Contractor agrees to submit to the Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the Best Pricing provision in section 4(b) of form PUR 1000. (Attachment A)
- 3.0 **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- 4.0 **Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- 5.0 **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and in effect.

State of Florida,
Department of Management Services

By: Kelley J. Scott

Kelley J. Scott
Director of State Purchasing and
Chief Procurement Officer

Date: 2/3/14

Contractor

By: Kevin Sandt

Name: Kevin Sandt

Title: Sr. Government Sales Manager

Date: 1/28/14

Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN
W. W. Grainger, Inc. THE "CONTRACTOR"
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: 450-000-11-ACS (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 section 4(b) PUR 1000.

Print Contractors Name: Kevin Sandt

By: K. Sandt
Signature of the Authorized Representative:

Date: 1/28/14

Print Representatives Name/Title:

Kevin Sandt / Sr. Government Sales Manager

STATE OF Florida COUNTY OF Leon

Sworn to (or affirmed) and subscribed before me this 28 day of January 2014
by Kevin Sandt

Quida Y. Pudd
Signature of Notary

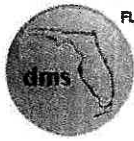
(Print, Type, or Stamp Commissioned Name of Notary Public)



Georgia License

[Check One] ☐ Personally Known OR ☒ Produced the following I.D. 050741862

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



FLORIDA DEPARTMENT of
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Rick Scott, Governor

Craig J. Nichols, Agency Secretary

October 29, 2013

MEMORANDUM NO.: (450-000-11-ACS)-6

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO Facilities Maintenance Supplies

The contract is amended as follows:

- The new pricing lists for the Florida Market Basket and Florida Paint Market Basket items have been approved.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 6
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way #360, Tallahassee, Florida 32399-0950, and W.W. Grainger, Inc., FEIN # F361150280, amends Contract No. 450-000-11-ACS (Contract).

Whereas, the parties, upon mutual agreement, initially executed the Contract, for a period of (3) years beginning on September 2, 2011 and to end on February 28, 2014; and,

Whereas, the authority to adjust the Florida and WSCA market basket items and pricing is found in paragraph 5 of the WSCA Participating Addendum.

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 Pricing

The new pricing lists for the Florida Market Basket and Florida Paint Market Basket items are effective upon the execution hereof and are located at the Alternate Contract Source (ACS) web site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wsc and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateofflora>. The new Florida Market Basket price list is hereby referred to as "Attachment A" and the Florida Paint Market Basket price list is hereby referred to as "Attachment B".

2.0 Warranty of Authority


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


3.0 Other

All other terms and conditions remain unchanged.

State of Florida,
Department of Management Services

W.W. Grainger, Inc.


Kelley J. Scott
Chief Procurement Officer &
Director of State Purchasing

By: 
Name: Kevin Sandt
Title: Sr. Government Sales Manager
Date: 10/25/13

Date: 10/29/13



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

CRAIG J. NICHOLS
Secretary

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May 31, 2013

MEMORANDUM NO.: (450-000-11-ACS)-5

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO Facilities Maintenance Supplies

The contract is amended as follows:

- The new pricing list for the Florida Market Basket items submitted via email on May 28, 2013 have been approved.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 5
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way #360, Tallahassee, Florida 32399-0950, and W.W. Grainger, Inc., FEIN # F361150280, amends Contract No. 450-000-11-ACS (Contract).

Whereas, the parties, upon mutual agreement, initially executed the Contract, for a period of (3) years beginning on September 2, 2011 and to end on February 28, 2014; and,

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 Pricing

The new pricing list for the Florida Market Basket items are effective upon the execution hereof and are located at the Alternate Contract Source (ACS) web site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wsca and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateofflora>. The new price list is hereby referred to as "Attachment A".

2.0 Warranty of Authority

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

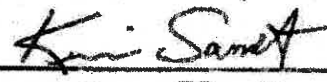
State of Florida,
Department of Management Services



Kelley J. Scott
Acting Chief Procurement Officer and
Director of State Purchasing

Date: 6/12/13

W.W. Grainger, Inc.

By: 

Name: Kevin Sandt
Title: Sr Government Sales Mgr.
Date: 6/7/13



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

CRAIG J. NICHOLS
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

February 26, 2013

MEMORANDUM NO.: (450-000-11-ACS)-4

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO Facilities Maintenance Supplies

The contract is amended as follows:

- The new pricing list for the WSCA and Florida Market Basket items submitted via email on February 15, 2013 have been approved.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 4
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way #360, Tallahassee, Florida 32399-0950, and W.W. Grainger, Inc., FEIN # F361150280, amends Contract No. 450-000-11-ACS (Contract).

Whereas, the parties, upon mutual agreement, initially executed the Contract, for a period of (3) years beginning on September 2, 2011 and to end on February 28, 2014; and,

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:


1.0 Pricing

The new pricing lists for the WSCA and Florida Market Basket items are effective upon the execution hereof and are located at the Alternate Contract Source (ACS) web site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contract_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wscs and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateoflora>.

2.0 Warranty of Authority

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


State of Florida,
Department of Management Services



Kelly Loll, C.P.M.
Chief Procurement Officer and
Director of State Purchasing

Date: 3/6/13

W.W. Grainger, Inc.

By: 

Name: Kevin Sandt

Title: Sr. Government Sales Manager

Date: 3-6-13



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

CRAIG J. NICHOLS
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

January 1, 2013

MEMORANDUM NO.: (450-000-11-ACS)-3

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO Facilities Maintenance Supplies

The contract is amended as follows:

- The State Term Contract for MRO: Electrical Equipment (450-000-07-1) expired on November 13, 2012 and now all products are available on the MRO: Facilities Maintenance Supplies State Term Contract referenced above.
- The State Term Contract for Can Liners (485-060-07-1) is scheduled to expire on December 31, 2012 and upon expiration all products will be available on the MRO: Facilities Maintenance Supplies State Term Contract referenced above.
- The new pricing list for the WSCA and Florida Market Basket items submitted via email on November 5, 2012 have been approved.
- Effective immediately the Contract Manager has been changed to Ashli Harvey.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Ashli Harvey at (850) 922-1214, or ashli.harvey@dms.myflorida.com

AMENDMENT 3
MRO: Facilities Maintenance and Supplies
Contract No.: 450-000-11-ACS

This Amendment, effective immediately upon the signature of both parties, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way #360, Tallahassee, Florida 32399-0950, and W.W. Grainger, Inc., FEIN # F361150280, amends Contract No. 450-000-11-ACS (Contract).

Whereas, the parties, upon mutual agreement, initially executed the Contract, for a period of (3) years beginning on September 2, 2011 and to end on February 28, 2014; and,

Whereas, the parties wish to revise the sections addressed,

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

The Contract is hereby amended and replaced with the following:

1.0 Commodity Category Changes

Pursuant to the Participating Addendum, Section B, paragraph #5, the commodity category list has been amended as follows:

- The State Term Contract for MRO: Electrical Equipment (450-000-07-1) expired on November 13, 2012 and now all products are available on the MRO: Facilities Maintenance Supplies Contract referenced above.
- The State Term Contract for Can Liners (485-060-07-1) is scheduled to expire on December 31, 2012 and upon expiration all products will be available on the MRO: Facilities Maintenance Supplies Contract referenced above.

2.0 Pricing

The new pricing lists for the WSCA and Florida Market Basket items submitted via email have been approved and may be viewed on the Alternate Contract Source (ACS) web site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contract_agreements_and_price_lists/alternate_contract_source/mro_facilities_maintenance_supplies_wscs and accessed through the W.W. Grainger punch-out catalog for the State of Florida: <http://www.grainger.com/stateofflorida>.


3.0 Contract Manager

Effective immediately the Contract Manager has been changed to Ashli Harvey. Contact information is as follows: 850-922-1214 or ashli.harvey@dms.myflorida.com.

4.0 Warranty of Authority

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


State of Florida,
Department of Management Services



Kelly Loll, C.P.M.
Chief Procurement Officer and
Director of State Purchasing

Date: 12/20/12
State Term Contract No.: 450-000-11-ACS

W.W. Grainger, Inc.

By: 

Name: Kevin Sandt
Title: Senior Government Sales Manager
Date: 12/19/12



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

CRAIG J. NICHOLS
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

August 20, 2012

MEMORANDUM NO.: (450-000-11-ACS)-2

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 450-000-11-ACS

Title: MRO Supplies

The following changes have been made to the subject contract:

- Effective immediately the Contract Manager has been changed to Claudia Cooper.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Claudia Cooper at (850) 487-9847, email: Claudia.Cooper@dms.myflorida.com

DSP/cc



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

January 4, 2012

MEMORANDUM NO.: (450-000-11-ACS)-1

TO: User Agency
FROM: Director, State Purchasing
RE: Amendment to Contract No. 450-000-11-ACS
MRO Supplies

The contract is amended as follows:

- The State Term Contract Commodities List on page 8 of the contract Participating Addendum is revised to remove MRO: Lamps and A/C Filters from the contract listing. This action has the effect of adding the Lamps and A/C Filters category of products to this contract.
- The addition of Lamps and A/C Filters is effective January 9, 2012.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Greg Hill at (850) 922-1214, or greg.hill@dms.myflorida.com

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
State of Nevada Contract No. 1862: Facilities MRO

ALTERNATE CONTRACT SOURCE NO. 450-000-11-ACS (WSCA No. 1862 - Facilities
MRO - W.W. Grainger, Inc.)

WHEREAS, The State of Florida (the "State") Department of Management Services (the "Department") is authorized by Section 287.042(16) F.S. to evaluate contracts let by the Federal Government, another state, or a political subdivision and, when determined in writing to be cost effective and in the best interest of the State, to enter into agreements authorizing agencies (as defined by s. 287.012(1) F.S.) to make purchases under such contracts, and;

WHEREAS, to Section 287.056, F.S. agencies and eligible users (as that phrase is defined in Rule 60A-1.005, F.A.C.) may purchase commodities and contractual services from purchasing agreements established by the Department, and;

WHEREAS, the Department has evaluated the Western States Contracting Alliance Contract No. 1862, Facilities MRO, awarded to W. W. Grainger, Inc. ("Contractor"), together with any amendments and exhibits thereto, (hereinafter the "Price Agreement"), and hereby acknowledges in writing that authorizing use of the Price Agreement is cost-effective and in the best interest of the State.

NOW THEREFORE, the Department enters this purchasing agreement for the purpose of authorizing and regulating the use of the Price Agreement by state agencies and other eligible users.

A. Scope

1. Through this purchasing agreement (hereinafter the "Participating Addendum") state agencies and other eligible users (as defined by Rule 60A-1.005, F.A.C.) (hereinafter referred to as "Eligible Users" or "OEUs") may make purchases from the Price Agreement. The terms and conditions contained in this Participating Addendum shall apply to all transactions between the Contractor and the Eligible User, and shall control in the event of any conflict with the Price Agreement.

2. The attached State Term Contract Commodities List contains State Contracts procured pursuant to Section 287.056(1), F.S. and other contracts entered into such as RESPECT, pursuant to Section 413.036, F.S., and PRIDE Enterprises, pursuant to Section 946.515, F.S. Agencies shall, and eligible users may, purchase commodities from the attached State Term Contract Commodities List.

B. Changes

1. This Participating Addendum shall become effective on the last date signed below and shall have a term that is coterminous with the Price Agreement, unless terminated earlier pursuant to the Price Agreement, this Participating Addendum, or Florida law. In addition to the rights contained in the Price Agreement, the Department reserves the

right to terminate this Participating Addendum, effective upon notice, for Contractor failure to comply with the provisions of this Participating Addendum, including but not limited to the transaction fee provisions of Paragraph B.3., and the provisions of Section 287.058(1)(a) through (f), F.S. as required by Paragraph B.5.

2. In order to procure products or services hereunder, Eligible Users shall issue purchase orders referencing "Alternate Contract Source No. 450-000-11-ACS (WSCA No. 1862 - W.W. Grainger)". Eligible Users are responsible for reviewing the terms and conditions of this Participating Addendum and the Price Agreement. Eligible Users must follow their applicable statutes, laws, rules, ordinances, codes, policies, and procedures in the purchase of goods or services under this Participating Addendum. Unless otherwise provided by Florida law, statute, rule, or this Participating Addendum, the Department will not implement any additional restrictions on any Eligible User to purchase off of this Participating Addendum. Neither the Department nor the Western States Contracting Alliance is a party to any purchase order authorized by or issued under this Participating Addendum.

3. In order to complete any transaction between the Eligible User and the Contractor, the Contractor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, F.A.C. is hereby incorporated by reference.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is nonrefundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

4. The following data must be reported electronically to the Department on a calendar quarterly basis using a Contract Sales Summary form supplied to the contractor by the Primary Contact shown in Paragraph C below. The electronic report shall include:

- Contractor's Name
- Reporting Period
- Total dollar value of purchases per quarter separated by State Agency and Eligible User totals
- Excel report itemizing each purchase for the period that includes columns for the following information: manufacturer's name, agency name, product number, item description, product group number (if applicable), unit of measure, quantity, manufacturer list price, percentage discount taken and final purchase price.

Failure to provide quarterly reports, including no sales, within thirty (30) calendar days following the end of each quarter, or annual EXCEL™ line item reports within thirty (30) calendar days, may result in the default proceeding and/or termination of this contract.

Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor, and supplied without prompting or notification by the Primary Contact. The Contractor will submit the completed Contract Sales Summary forms by email to the Primary Contact as stipulated. The Primary Contact shall distribute at the time of contract formation, in electronic format, the Contract Sales Summary form to be used by the Contractor.

The Contractor shall report to the Department the amount of spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract.

Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.mylorida.com/mfhip>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

5. WSCA Category Discounts and Florida Market Basket (FL MB): In consideration of the State issuing Contractor a single, full catalog, WSCA contract award and allowing the contracts on the State Term Commodities List to expire by their terms, with the exception of the PRIDE and RESPECT contracts, and in lieu of rebates and incentives offered as part of Contractor's WSCA contract, Contractor has agreed to apply an additional 3 percent discount to both the WSCA Categories (18) and all additional categories offered by Contractor. To the extent that the State issues any other companies a WSCA Contract 1862 award over the term of the WSCA contract, the State will waive the right to the additional 3% discount set forth in this section and the pricing will revert to the pricing as set forth in Contractor's WSCA Contract 1862. The Contractor shall provide a dedicated website link that provides access to FL MB items. The FL MB will consist of commodities with high volume purchases and high dollar volume spend based on the 80/20 rule (80% of the contract spend comes from 20% of the products) and to include OEU spend. On a quarterly basis, sales reports shall be reviewed to determine high volume purchased items. Items determined by the Department to be high volume purchases shall be added to the FL MB and competitively priced at an amount agreed upon by amendment and signed by both parties. Low volume purchased items may be removed from the FL MB based on approval of the Contract Administrator. To the extent that the State or the Department determines to rebid the commodity contracts listed on the State Term Contract Commodity List after they expire by their terms, the State will waive their right to the customized high usage State of Florida market basket for the items in that specific commodity contract being rebid.

6. Contractor and the Department shall work to develop a joint marketing strategy that shall communicate the benefits of the Price Agreement and this Participating Addendum to all State Agencies and OEUs. Contractor and Department shall conduct Quarterly Business Reviews to discuss contract performance, future goals, mutual objectives, non-compliant agency spend, among other issues or matters.

7. The provisions of Section 287.058(1)(a), (c), and (f), F.S. are hereby incorporated by reference. If the transaction involves contractual services, the provisions of Section 287.058(1)(b), (d), and (e), F.S. are also incorporated by reference.

8. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Contractor shall comply with Sections 11.062, F.S. and 216.347, F.S., prohibiting use of funds to lobby the Legislature, Judiciary, or state agencies.

9. The Contractor shall 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. By way of non-exhaustive example, the Contractor shall comply with Section 247 of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status.

10. Payment shall be made in accordance with Section 215.422, F.S. Interest penalties for late payment are available subject to the provisions in Section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

11. The exclusive venue of any legal or equitable action that arises out of or relates to this Participating Addendum shall be the appropriate State court in Leon County, Florida; in any such action Florida law shall apply and the Contractor waives any right to a jury trial that it may have.

12. The Department, at its sole discretion, may unilaterally amend the Primary Contact name and their contact information in Paragraph C and the Subcontractors information in Paragraph D of this Participating Addendum during the term of this Participating Addendum. Any amendment shall be contained in a separate document affixed to this Participating Addendum.

13. If an additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from this Participating Addendum, in lieu of this Participating Addendum the Eligible User is responsible for signing a separate Participating Addendum with the Contractor.

14. Intellectual Property: The parties do not anticipate that any intellectual property will be developed as a result of this Participating Addendum. However, any intellectual property developed, at the request of the Department, as a result of this Participating Addendum will belong to and be the sole property of the state. This provision will survive the termination or expiration of the contract.

15. Preferred Price: In accordance with Chapter 2010-151, Laws of Florida, Section 48(2), the Contractor is required to submit, at least once during each year of the Contract, an Affidavit from an authorized representative of the Contractor attesting that the Contractor is in compliance with the following preferred pricing provision: Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

16. Termination for Convenience: The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

17. Employment Eligibility Verification: Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-02 entered on January 4, 2011, Contractor will utilize the U.S. Department of Homeland Security's E-Verify system by December 31, 2011 to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Agreement. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by the Contractor to perform employment duties within Florida within 3 business days after the date of hire. Contractor must initiate verification of each person (including subcontractors) assigned by the Contractor to perform work pursuant to the Agreement within 90 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

18. Electronic Invoicing: At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

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

C. Primary Contact

The primary contact for the Department is:

Greg Hill
Purchasing Analyst
4050 Esplanade Way
Tallahassee, FL 32399-0950
Phone: 850-922-1214, Fax: 850-414-6122
E-mail: Greg.Hill@dms.mvflorida.com

D. Subcontractors

The following subcontractor(s) are authorized to perform services: NONE.

This Participating Addendum and the Price Agreement set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Price Agreement shall not be added to or incorporated into this Participating Addendum or the Price Agreement, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement shall prevail and govern in the case of any such inconsistent or additional terms. In addition, the terms of this Participating Addendum shall prevail and govern in the case of any terms and conditions that are inconsistent with, or contrary to the terms of the Price Agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by the parties below.

State of Florida
Department of Management Services
Timothy Gibney
Chief Procurement Officer &
Director of State Purchasing

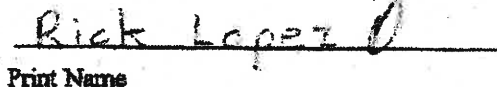

Date 9/2/11

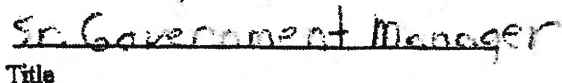
Approved as to form and Legality
by the Department General Counsel's Office

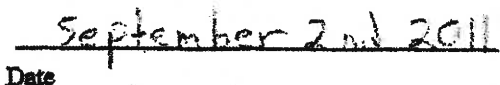

By Date 9/2/11

Contractor: WW. Grainger, Inc.


Signature


Print Name


Title


Date September 2nd 2011

STATE TERM CONTRACT COMMODITIES LIST

All commodities available in Alternate Contract Source No. 450-000-11-ACS (WSCA No. 1862 - Facilities MRO - W.W. Grainger) may be purchased through this agreement. Political Subdivisions may utilize the full contract benefits under WSCA contract 1862. State agencies pursuant to Section 287.056, F.S. and other contracts entered into such as RESPECT pursuant to Section 413.036, F.S. and PRIDE Enterprises pursuant to Section 946.515, F.S. shall utilize state procurement guidelines. Agencies shall purchase commodities from the following State Term Contract Commodities List.

STATE TERM CONTRACT	CONTRACT class/group #
Floor Maintenance Machines, Commercial	365-001
Furniture: Educational/Institutional	420-420
Furniture: Library	420-590
Furniture: Office and Files	425-001
Tools: Hand Held & Hand Held Power Tools	445-001
MRO: Lamps and A/C Filters	450-000
MRO: Electrical Equipment	450-000
Linens: Can, Plastic, Disposable	485-060
Office and Educational Consumables	618-000
Paper: Tissues and Towels	640-002
Construction, Industrial, Agricultural, & Lawn Equipment	760-000
PRIDE	See Contract
RESPECT	See Contract

