



AGREEMENT FOR PIGGYBACK PURCHASE

THIS AGREEMENT FOR PIGGYBACK PURCHASE is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and W.W. Grainger Inc., an Illinois corporation authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into a Enterprise Alternate Contract Source (ACS) with the State of Florida Department of Management Services, Contract Number 31160000-25-NASPO-ACS, on the 1st day of January, 2025 for Facilities MRO and Industrial Supplies ("Agreement"); and

WHEREAS, the Agreement is eligible for piggyback purchases; and

WHEREAS, the County desires to make purchases from the Vendor under the same terms and conditions of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

The County and the Vendor agree to be bound by the terms and conditions of the Agreement with respect to the County's purchases of commercial and industrial equipment and supplies from the Vendor during the term of the Agreement from the effective date and any renewals or extensions thereof, except that Florida law shall govern this Agreement including but not limited to Chapter 119, Florida Statutes, regarding public records, and Section 768.28, Florida Statutes, regarding sovereign immunity. The venue for all disputes will be Lee County, Florida. The Vendor shall comply with the Affidavit of Compliance with Section 287.138 And 787.06, Florida Statutes, attached hereto and incorporated herein as Exhibit A. The effective date shall be the date the Lee County Board of County Commissioners awarded the Agreement to the Vendor.

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

W.W. GRAINGER INC.

Signed By: Justin Storey

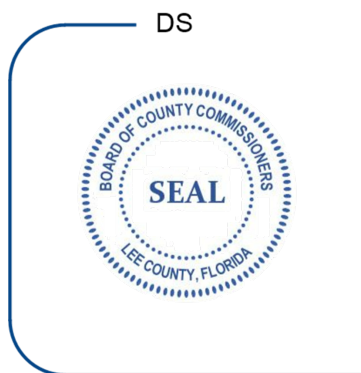
Signed By: Jon Harwood

Print Name: Justin Storey

Print Name: Jon Harwood

Title: Government Sales Manager

Date: 2-14-25



LEE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

Signed by: Cecil Pendergrass
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Print Name: Cecil Pendergrass

Title: County Commissioner

Date: 3/17/2025 | 9:46 AM EDT

**ATTEST:
CLERK OF THE CIRCUIT COURT**

DocuSigned by:
BY: Melissa Butler
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DEPUTY CLERK

**APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:**

DocuSigned by:
BY: Robert Holborn
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OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06,
FLORIDA STATUTES

Before me, the undersigned authority, personally appeared **(Name of affiant)**

Jonathan Richard Harwood, who, after being first duly sworn,
deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** _____ Government Sales Manager _____ of **(Business Name)** _____
W.W. Grainger _____ which does business in the
State of Florida, hereinafter called the “Vendor.”
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a “controlling interest” in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual’s personal identifying information.
5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.



(Signature)

02/14/2025

(Date)

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☒ online notarization, this 14th day of February, 2025,
by Jonathan Richard Harwood who has produced

(Print or Type Name)

DRIVER LICENSE as identification.

(Type of Identification)



Notary Public Signature

Nancy M Metallo

Printed Name of Notary Public

Notarized remotely online using communication technology via Proof.

HH 499102

05/21/2028

Notary Commission Number/Expiration

