7

SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT NO. 46000000-21-STC FOR DEFENSE PRODUCTS

BID #: PSC-0399-22 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PERIOD OF SERVICE WILL BE FROM DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2024, WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PER PIGGYBACK CONTRACT

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to PIGGYBACK STATE OF FLORIDA CONTRACT NO. 46000000-21-STC FOR DEFENSE PRODUCTS with Lawmen's & Shooters' Supply, Inc. for defense products for the Jacksonville Sheriff's Office. Period of service will be from date of executed contract through September 30, 2024. The requested total expenditure not to exceed $1,772,000.00.

Funding Sources: 00111.541103.552040.000000.00000000.00000 and 00111.521101.552040.000000.00000000.00000
To be executed by formal contract through Office of General Counsel and processed via Purchase Order Release(s).

Attachments: Recommendation Memo, Contract No. 46000000-21, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
GREGORY FEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Larry Schmitt, Director of Personnel & Professional Standards**

(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 _____

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget

Thru: Larry Schmitt
Director of Personnel & Professional Standards

Subject: Award Request – Piggyback State of Florida Contract #46000000-21-STC Defense Products

Date: April 28, 2022

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Defense Products. We request authorization to utilize the State of Florida Contract #46000000-21-STC, which was competitively procured and issued between the State of Florida and Lawman's & Shooters' Supply, Inc. The contract is an active contract between the State of Florida and the supplier. The original contract was for a three (3) year period beginning October 1, 2021, with multiple annual renewals not to exceed three (3) additional years. We are requesting the award and subsequent contract between the Jacksonville Sheriff's Office and Lawman's & Shooters' Supply, Inc., from date of signed contract through September 30, 2024, with up to three (3) renewal years based on authorized State of Florida renewals. The not to exceed expenditure amount for the initial period is $ 1,772,000.00, with $556,600.00 from FY22, $607,700.00 from FY23, and $607,700.00 from FY24. The FY22 expenditure of $556,600.00 is split $443,100.00 from funding source 00111.541103.552040.000000.00000000.00000 and $113,500.00 from 00111.521101.552040.000000.00000000.00000. A POA will be sat up for the purchases.

Attached is a copy of Contract No. 46000000-21-STC. As defined in Section 163.3164, F.S., agencies within the State of Florida are eligible users of this contract. Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to obtain the best price for Defense Products.

Attached is a copy of the Certificate of Liability Insurance approved by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

DocuSign Envelope ID: CEA11910-AFBD-4B77-8973-6CA906846BD9

Department of
MANAGEMENT
SERVICES
▷ We serve those who serve Florida

State Term Contract
No. 46000000-21-STC
For
Defense Products

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Lawmen's & Shooters' Supply, Inc.** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on October 1, 2021. The Contract shall expire on September 30, 2024, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, 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.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Attachments shall have priority in the following order:

a) This Contract document
b) Exhibit A, Scope of Work
c) Exhibit F, Additional Special Contract Conditions
d) Exhibit B, Special Contract Conditions
e) Exhibit C, Discount Sheet
f) Exhibit D, MSRP List
g) Exhibit E, Preferred Pricing Affidavit

State Term Contract
No. 46000000-21-STC
For
Defense Products

IV. Contract Management.

Department's Contract Manager:
Joe Thomas
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488.8366
Email: Joseph.Thomas@dms.fl.gov

Contractor's Contract Manager:
Chris Goins
Lawmen's & Shooters' Supply Inc
701 Columbia Blvd, Titusville, Florida 32780
Telephone: 321.607.9900 ext. 1956
Email: contracts@lawmens.net

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

Lawmen's & Shooters' Supply, Inc	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
DocuSigned by: [signature]	[signature]
C. Reed Knight, III	J. Todd Inman, Secretary
vp	
9/23/2021 | 12:41 PM EDT	9/29/2021
Date:	**Date:**

Exhibit A

Defense Products
Contract No. 46000000-21-STC
Scope of Work

1. Definitions

Authorized Dealer - A Manufacturer's certified representative authorized by the Manufacturer to market, sell, and provide specific Commodities and services of the Manufacturer and service specific Commodities of the Manufacturer. Dealers may be contractor owned and controlled, in whole or in part or independently owned and controlled.

Commodity – As defined in section 287.012, F.S. Commodities may be referred to as "Products."

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the awarded Bidder(s) resulting from ITB No. 21-46000000-ITB.

Contractor – A Bidder that is awarded, and enters into, a Contract with the Department as a result of ITB No. 21-46000000-ITB.

Customer – A State Agency or Eligible User.

Department – The Department of Management Services, a State Agency.

Group – A series of Commodities with applicable Commodity Codes described on the Product Group Discount Sheet, Attachment C.

Manufacturer – The original producer or provider of defense Products responsive to this solicitation which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with "Brand".

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities or services without benefit of the Contract. It must be publicly listed, available, and verifiable by the Department.

MSRP List – The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific commodities. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under this Contract:

- Manufacturer's Annual U.S. Price Book, and
- Manufacturer's official website or dealer software.

Net Price – The final price paid by the Customer after applying the applicable discount for the Group, Manufacturer/Brand, and contract term, as shown on the Contractor's submitted Product Group Discount Sheet, Attachment C.

State – The State of Florida.

2. Scope

Products offered under the Contract shall be classified under nine Groups, which are listed below and described as follows:

Group	Group Description
1	HANDCUFFS, LEGCUFFS, WAIST CHAINS, KEYS, ZIP TIE HANDCUFFS, ELECTRONIC RESTRAINT DEVICES (ERD), AND OTHER PRODUCTS WITHIN THE PRODUCT GROUP AND COMMODITY CODE
2	PEPPER SPRAY/OC SPRAY
3	TRAINING EQUIPMENT/MATERIALS (INCLUDING K9 EQUIPMENT AND TRAINING AMMUNITION)
4	ARMS AND AMMUNITION ACCESSORIES (HOLSTERS, SLINGS, GEAR BAGS, AND OTHER PRODUCTS WITHIN THE PRODUCT GROUP AND COMMODITY CODE)
5	RIOT GEAR, CONTROL MECHANISMS, BODY CAMERAS, TASERS AND STUN GUNS, AND OTHER PRODUCTS WITHIN THE PRODUCT GROUP AND COMMODITY CODE
6	GRENADES (E.G., MUZZLE BLAST, HORNETS NEST) AND SMOKE BOMBS (INCLUDING LAUNCHERS)
7	HANDGUN AMMUNITION (DUTY)
8	SHOTGUN AND RIMFIRE AMMUNITION (DUTY)
9	RIFLE AMMUNITION (DUTY)

The Contract is intended to cover only those Commodities generally used by the State as listed and described herein and does not include all varieties of equipment that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List and Price Sheet.

Delivery of non-conforming Commodities which are not remedied as required herein, may be cause for default proceedings, Contract termination, or both.

3. Commodity Specifications and Standards

All Commodities and related services must comply with the following:

3.1 Current Model

Products furnished by the Contractor under this Contract shall be the Manufacturer's most current, recently released, standard industrial model, except for those modifications or changes required in the standard Product to comply with the requirements of this Contract. For each purchase, Contractor shall include all accessories and components which are customarily included with each Product.

3.2 Preparation for Delivery

All Products shall be packaged and prepared to ensure safe delivery to the Customer's identified destination at the lowest rates, based on Customer's requested shipping method and timeframes.

Packaging shall comply with all applicable laws, including the requirements of section 403.7191, F.S. Due to the nature of the Products that are provided under this Contract, Contractors must ensure that Products are delivered only to authorized Customer representatives and are securely packaged, with precautions taken to prevent accidental spills, discharge, breakage, or misdelivery to unauthorized individual(s). Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer in accordance with this Contract.

Each container shall be marked to include a description of the Product, the name of the Contractor, and the State's Contract and purchase order numbers.

3.3 Testing

The Department and Customers may select Products purchased under this Contract for testing to verify Product compliance with the requirements, specifications, terms, and conditions of this Contract.

Delivery of non-conforming Commodities which are not remedied as required herein, may be cause for default proceedings, Contract termination, or both.

3.4 Warranty

The Manufacturer's and Authorized Dealer's standard warranty shall cover all Commodities purchased pursuant to the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with Product specifications, Contract specifications, and any required performance criteria. The Manufacturer's standard warranty or Authorized Dealer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the date of acceptance in accordance with section 3.8, Acceptance, and shall begin only at the time of acceptance by the Customer, as described herein.

Should the Manufacturer's standard warranty or the Authorized Dealer's standard warranty provide less or inferior coverage than any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty and the Authorized Dealer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

3.5 Recalled Products

In the event there is a recall of any of the Products, including any components, accessories, or any parts incorporating the Products ("Recalled Products"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customer in monitoring the recall operation and in preparing such reports as may be required. Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any Products or Recalled Products. Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. Contractor shall ensure all Recalled Products are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Products shall be at Contractor's own expense.

3.6 Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions. In the event any ordered Products are found by the Customer to be missing, incorrect, defective, damaged, noncompatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following:

- Repair Products, including their respective features, equipment, accessories, and components
- Replace Products, their respective features, equipment, accessories, and components, or
- Refund the purchase price of the applicable Products to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.

3.7 Acknowledgement of Order Form

The Contractor shall complete and issue an Acknowledgement of Order Form (Attachment I) for all orders where the Contractor does not have the Commodities in stock and cannot deliver the Commodities to the ordering Customer within ten Business Days. The Contractor must include the date of receipt of the Customer's Purchase Order, the Manufacturer's order confirmation information, and the Customer's estimated delivery date.

The Contractor shall deliver a fully completed Acknowledgement of Order form to the Customer within ten Business Days of receiving the Purchase Order. Failure of the Contractor to timely provide the Customer with a completed Acknowledgement of Order form shall be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Commodity, which meets the prices, discounts, requirements, specifications, terms, and conditions herein. Submission of the Acknowledgement of Order form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer.

Contractor's failure to timely submit completed Acknowledgement of Order forms to Customers may be cause for default proceedings or termination.

3.8 Acceptance

Section 6.4, Inspection and Acceptance of Commodities, of Attachment B, Special Contract Conditions, is supplemented by adding the following:

The Customer, within three Business Days of delivery, will inspect the delivered Commodity for acceptability. The Customer should compare the physical Commodity delivered, Contract prices, discounts, requirements, specifications, terms, conditions, and Customer order, to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer shall inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage in the Commodity. Failure by the Customer to discover an error in the Commodity shall not relieve the Contractor from its obligation to correct the error in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading
- Reporting any known visible and concealed damage to the carrier and the Contractor
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise, and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local Authorized Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service and / or adjustments are satisfactorily performed and the Commodity is re-delivered in acceptable condition. The costs of any delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

3.9 Contractor' s Use of Dealers

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and pricing listed in the price sheet(s). The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor.

The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

4 Holidays

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

5 Routine Communications

Contractor shall send all routine communications and reports related to the Contract to the Department's contract manager. If any information listed on the Vendor Information and Ordering Instructions attachments changes during the life of the Contract, then the Contractor shall update the attachments and submit to the Department's contract manager. Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

6 **Contract Reporting**
The Contractor shall report information on orders received from Customers associated with this Contract. No revised MSRP lists or price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under the Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with section 3.2.2. of the Special Contract Conditions)	Annual	Contract Anniversary Date

7 **MFMP Transaction Fee Report**
The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. 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" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

8 **Quarterly Sales Reports**
The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within 30 calendar days after close of each quarter. The quarterly sales report can be found at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period
Quarter 2 – (October-December) – due 30 calendar days after the close of the period
Quarter 3 – (January-March) – due 30 calendar days after the close of the period
Quarter 4 – (April-June) due 30 calendar days after the close of the period

9 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

10 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

11 Purchasing Card

The State has implemented a purchasing card program using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State 's new Purchasing Card platform within 30 calendar days of notification of such change.

12 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed

13 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with all required information	Completed Quarterly Sales Reports are Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with all required information	Completed MFMP Transaction Fee Reports are due on or before the 15th calendar day after the close of each month	$100 per Calendar Day late/not received by the Contract Manager

Customers may add service level agreement (SLA) performance requirements and additional financial consequences in their statements of work for failing to meet performance

requirements within any negotiated SLA or purchase order.

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.

14 Business Review Meetings

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

15 MSRP List and Product Adjustments

The Contractor shall submit and maintain a current and complete MSRP List for each awarded Group and Manufacturer/Brand. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: Manufacturer/ Brand Model Number, Manufacturer/Brand Product Description (to include Ammunition Specification for Groups 7, 8, and 9), and MSRP. Include a cover page, which shall list the applicable Group, Manufacturer/Brand, and MSRP List date. The Department shall be the final arbiter of MSRPs if a Contractor's pricing differs from the published MSRPs. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add Products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Group, Manufacturer/Brand, and Ammunition Specification (for Groups 7, 8, and 9) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update MSRPs for existing Products on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP List update for the same purpose. The Contractor may update MSRPs for existing Products on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding Products or updating MSRPs for existing Products, must be accompanied by a revised price sheet, as described in the Price Sheet and Price Adjustments section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

16 Deletions

During the Contract Term, the Department shall have the right to delete Commodities from this agreement by removing them from the Price Sheet(s). Commodities may be removed at the sole discretion of the Department.

17 Price Sheets and Price Adjustments

The Contractor shall submit a complete price sheet to include all Commodities for each Group, Manufacturer/Brand, and Ammunition Specification (for Groups 7, 8, and 9) for which the Contractor received an award. The Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Manufacturer/Brand (as shown on the Product Group Discount Sheet);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website;
- Description (to include Ammunition Specification for Groups 7, 8, and 9);
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Group, Manufacturer/Brand, and, for Groups 7, 8, and 9, Ammunition Specification); and
- Net Price to the Customer.

The discount provided will apply to all Products of a given Manufacturer/Brand and Ammunition Specification (for Groups 7, 8, and 9) within a Group. Prices for new Products added during the Contract period shall be based on the MSRP and the discount shown on the Product Group Discount Sheet for the applicable Group, Manufacturer/Brand, Ammunition Specification (for Groups 7, 8, and 9), and current Contract term (initial or renewal term). All products offered for a Manufacturer/Brand within each awarded Product Group (Groups 1-6) shall be available for purchase by Customers at the applicable discount provided within the Product Group Discount Sheet.

The Contractor may add Products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Group, Manufacturer/Brand, and Ammunition Specification (for Groups 7, 8, and 9) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update MSRPs and Net Prices for existing Products on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve months after the start date of the Contract and, thereafter, or no earlier than twelve months after the date of the previous MSRP update for the same purpose. The Contractor may update MSRPs and Net Prices for exiting Products on the price sheet by submitting a complete and revised price sheet for the Department's review and approval.

Revised price sheets, regardless of whether the Contractor is adding Products or updating MSRPs and Net Prices for existing Products, must be accompanied by a revised MSRP List, as described in the MSRP List and Product Adjustments section, as well as a list of all changes made from the previously submitted version of the price sheet. The Department will not consider any request to decrease the MSRP discount for any awarded Product.

18 E-Verify

Section 13.2 of Attachment B, Special Contract Conditions, is hereby replaced in its entirety with the following:
The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with section 448.095(2)(b), F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

19 Document Inspection

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

SPECIAL CONTRACT CONDITIONS
Exhibit B

Table of Contents

SECTION 1. DEFINITION. 2

SECTION 2. CONTRACT TERM AND TERMINATION. 2

SECTION 3. PAYMENT AND FEES. 3

SECTION 4. CONTRACT MANAGEMENT. 4

SECTION 5. COMPLIANCE WITH LAWS. 6

SECTION 6. MISCELLANEOUS. 7

SECTION 7. LIABILITY AND INSURANCE. 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY. 10

SECTION 9. DATA SECURITY. 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS. 13

SECTION 11. CONTRACT MONITORING. 14

SECTION 12. CONTRACT AUDITS. 15

SECTION 13. BACKGROUND SCREENING AND SECURITY. 16

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM. 17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (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 documents 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 documents, and in accordance with section 287.057(13), F.S.

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. The Customer may 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 the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

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 performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; 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 documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The 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 invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail 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 and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

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), F.S. 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, F.A.C., 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.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

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. The Contractor must return any overpayment within forty (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 as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If 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, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If 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.

4.5.1 Office of Supplier Diversity.
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.

4.5.2 Diversity Reporting.
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 agency 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 RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, 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 https://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, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. 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 all privileges and rights relating to venue it may have under Chapter 47, F.S., 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.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence 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.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or 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 Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its 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 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 the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. 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. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 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 its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the 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.

6.2 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. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer 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 its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. 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.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 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.

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

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

6.9 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.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' 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, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. 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 resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and 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 Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the 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.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., 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 a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., 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.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise 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. The Contractor must retain all documents related to the Contract for five (5) 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 the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and 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 the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

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's 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 to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 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 is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications 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, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in 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.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The 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 performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
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 the 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 the 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 and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 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 fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created 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 (5) calendar 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 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 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 may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department 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 have conducted performance and/or 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 subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar 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 Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, 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 in accordance with section 8.3 of these Special Contract Conditions. 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, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer 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 (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use 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 (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar 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 been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) 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 crimes;
(b) Information technology crimes;

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services 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.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

ADDITIONAL SPECIAL CONTRACT CONDITIONS
EXHIBIT F

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

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 documents, and in accordance with section 287.057(14), F.S.

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(24), F.S. 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, F.A.C., 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.

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, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the

Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator 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, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its 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 information the Inspector General deems relevant. 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 the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. 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. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., 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 a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., 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.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or 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 subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar 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 Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Defense Products (46000000-21-STC) Price Sheet

LAWMEN'S AND SHOOTERS' SUPPLY, INC.

GROUP 7: HANDGUN AMMUNITION (DUTY)

anufacturer/Brai	Model Number	Ammunition Specification	Description	MSRP	Discount	Net Price
WINCHESTER	Q4203	.25 Automatic Colt Pistol or .25 Auto	50 gr. Full Metal Jacket	$ 314.80	48.00%	$ 163.70
WINCHESTER	X32ASHP	.32 Automatic Colt Pistol or .32 Auto	60 gr. Silvertip® Hollow Point	$ 373.10	48.00%	$ 194.01
WINCHESTER	Q4204	.357 Magnum	110 gr. Jacketed Hollow Point	$ 336.90	48.00%	$ 175.19
WINCHESTER	X3574P	.357 Magnum	158 gr. Jacketed Hollow Point	$ 383.40	48.00%	$ 199.37
WINCHESTER	X3576P	.357 Magnum	125 gr. Jacketed Hollow Point	$ 383.40	48.00%	$ 199.37
WINCHESTER	RA357SB	.357 SIG Sauer	125 gr. Jacketed Hollow Point Bonded	$ 497.30	48.00%	$ 258.60
WINCHESTER	RA357SIGT	.357 SIG Sauer	125 gr. Jacketed Hollow Point T-Series	$ 428.40	48.00%	$ 222.77
WINCHESTER	USA357SJHP	.357 SIG Sauer	125 gr. Jacketed Hollow Point	$ 406.60	48.00%	$ 211.43
WINCHESTER	RA38110HP+	.38 Special	110 gr. Jacketed Hollow Point +P+	$ 336.80	48.00%	$ 175.14
WINCHESTER	RA38B	.38 Special	130 gr. Jacketed Hollow Point Bonded	$ 385.30	48.00%	$ 200.36
WINCHESTER	USA38JHP	.38 Special	125 gr. Jacketed Hollow Point	$ 304.80	48.00%	$ 158.50
WINCHESTER	X38S1P	.38 Special	158 gr. Lead Round Nose	$ 347.30	48.00%	$ 180.60
WINCHESTER	X38S7PH	.38 Special	125 gr. Jacketed Hollow Point	$ 316.80	48.00%	$ 164.74
WINCHESTER	X38S8HP	.38 Special	125 gr. Silvertip® Hollow Point	$ 460.60	48.00%	$ 239.51
WINCHESTER	X38SMRP	.38 Special	148 gr. Lead Wad Cutter	$ 357.40	48.00%	$ 185.85
WINCHESTER	X38SPD	.38 Special	158 gr. Lead Hollow Point Semi-Wad Cutter	$ 366.10	48.00%	$ 190.37
WINCHESTER	X38WCPSV	.38 Special	158 gr. Lead Semi-Wad Cutter	$ 300.30	48.00%	$ 156.16
WINCHESTER	X38ASHP	.38 Super	125 gr. Silvertip® Hollow Point	$ 427.50	48.00%	$ 222.30
WINCHESTER	RA380T	.380 Automatic Colt Pistol or .380 Auto	95 gr. Jacketed Hollow Point T-Series	$ 343.20	48.00%	$ 178.46
WINCHESTER	S380PDB	.380 Automatic Colt Pistol or .380 Auto	95 gr. Bonded PDX1® Defender™	$ 253.40	48.00%	$ 131.77
WINCHESTER	RA40180HP	.40 Smith & Wesson	180 gr. Jacketed Hollow Point	$ 285.70	48.00%	$ 148.56
WINCHESTER	RA40B	.40 Smith & Wesson	180 gr. Bonded	$ 361.60	48.00%	$ 188.03
WINCHESTER	RA40BA	.40 Smith & Wesson	165 gr. Jacketed Hollow Point Bonded	$ 361.60	48.00%	$ 188.03
WINCHESTER	RA40T	.40 Smith & Wesson	180 gr. Jacketed Hollow Point T-Series	$ 306.40	48.00%	$ 159.33
WINCHESTER	RA40TA	.40 Smith & Wesson	165 gr. Jacketed Hollow Point T-Series	$ 306.00	48.00%	$ 159.12
WINCHESTER	USA40JHP	.40 Smith & Wesson	180 gr. Jacketed Hollow Point	$ 275.10	48.00%	$ 143.05
WINCHESTER	X44MS	.44 Remington Magnum	210 gr. Silvertip® Hollow Point	$ 243.80	48.00%	$ 126.78
WINCHESTER	RA45B	.45 Automatic Colt Pistol or .45 Auto	230 gr.Bonded	$ 423.90	48.00%	$ 220.43
WINCHESTER	RA45T	.45 Automatic Colt Pistol or .45 Auto	230 gr. Jacketed Hollow Point T-Series	$ 365.10	48.00%	$ 189.85
WINCHESTER	RA45TP	.45 Automatic Colt Pistol or .45 Auto	230 gr. Jacketed Hollow Point T-Series +P	$ 375.60	48.00%	$ 195.31
WINCHESTER	USA45JHP	.45 Automatic Colt Pistol or .45 Auto	230 gr. Jacketed Hollow Point	$ 326.50	48.00%	$ 169.78
WINCHESTER	X45CSHP2	.45 Long Colt	225 gr. Silvertip® Hollow Point	$ 241.00	48.00%	$ 125.32
WINCHESTER	S10MMPDB	10mm Auto	180 gr. Bonded Defender™	$ 229.70	48.00%	$ 119.44
WINCHESTER	W10MMST	10mm Auto	185 gr. Silvertip® Hollow Point	$ 197.30	48.00%	$ 102.60

Defense Products (46000000-21-STC) Price Sheet

LAWMEN'S AND SHOOTERS' SUPPLY, INC.

GROUP 7: HANDGUN AMMUNITION (DUTY)

anufacturer/Bra	Model Number	Ammunition Specification	Description	MSRP	Discount	Net Price
WINCHESTER	RA9115HP+	9mm Luger or 9x19mm	115 gr. Jacketed Hollow Point +P+	$ 272.00	48.00%	$ 141.44
WINCHESTER	RA9124TP	9mm Luger or 9x19mm	124 gr. Jacketed Hollow Point +P T-Series	$ 285.40	48.00%	$ 148.41
WINCHESTER	RA9B	9mm Luger or 9x19mm	147 gr. Bonded	$ 356.30	48.00%	$ 185.28
WINCHESTER	RA9B1	9mm Luger or 9x19mm	147 gr. Bonded	$ 419.10	48.00%	$ 217.93
WINCHESTER	RA9BA	9mm Luger or 9x19mm	124 gr. Jacketed Hollow Point Bonded	$ 356.30	48.00%	$ 185.28
WINCHESTER	RA9MMJHP	9mm Luger or 9x19mm	115 gr. Jacketed Hollow Point	$ 253.10	48.00%	$ 131.61
WINCHESTER	RA9T	9mm Luger or 9x19mm	147 gr. Jacketed Hollow Point T-Series	$ 280.00	48.00%	$ 145.60
WINCHESTER	RA9TA	9mm Luger or 9x19mm	127 gr. Jacketed Hollow Point T-Series	$ 286.90	48.00%	$ 149.19
WINCHESTER	USA9JHP	9mm Luger or 9x19mm	115 gr. Jacketed Hollow Point	$ 229.00	48.00%	$ 119.08
WINCHESTER	USA9JHP2	9mm Luger or 9x19mm	147 gr. Jacketed Hollow Point	$ 245.30	48.00%	$ 127.56
WINCHESTER	W9MMLF	9mm Luger or 9x19mm	90 gr. Zinc FMJ Super Clean NT®	$ 282.80	48.00%	$ 147.06
WINCHESTER	WIN9S	9mm Luger or 9x19mm	115 gr. FMJ- Brass Jacketed Lead Core	$ 300.80	48.00%	$ 156.42
WINCHESTER	WIN9SV	9mm Luger or 9x19mm	115 gr. FMJ- Brass Jacketed Lead Core	$ 200.00	48.00%	$ 104.00
WINCHESTER	RA9124N	9mm Winchester NATO	124 gr. Full Metal Case	$ 218.10	48.00%	$ 113.41
WINCHESTER	Q4304	9x23mm Winchester	124 gr. Jacketed Flat Point	$ 377.90	48.00%	$ 196.51
WINCHESTER	X923W	9x23mm Winchester	125 gr. Silvertip® Hollow Point	$ 484.50	48.00%	$ 251.94

Defense Products (46000000-21-STC) Price Sheet

LAWMEN'S AND SHOOTERS' SUPPLY, INC.

GROUP 8: SHOTGUN AND RIMFIRE AMMUNITION (DUTY)

Manufacturer/Bran	Model Number	Ammunition Specification	Description	MSRP	Discount	Net Price
WINCHESTER	22LR555HP	.22 Long Rifle Rimfire	Copper Plated HP	$ 499.10	48.00%	$ 259.53
WINCHESTER	X22LR	.22 Long Rifle Rimfire	Lead Round Nose	$ 533.00	48.00%	$ 277.16
WINCHESTER	X22LRPP	.22 Long Rifle Rimfire	Power-Point®	$ 553.00	48.00%	$ 287.56
WINCHESTER	RA1200	12 Gauge	2 3/4 inches 9 pellets Ranger Buckshot Load	$ 259.80	48.00%	$ 135.10
WINCHESTER	RA12005	12 Gauge	2 3/4 inches 9 pellets Ranger Buckshot Load	$ 252.00	48.00%	$ 131.04
WINCHESTER	RA12008	12 Gauge	2 3/4 inches 8 pellets Ranger Buckshot Load	$ 259.80	48.00%	$ 135.10
WINCHESTER	RA120085	12 Gauge	2 3/4 inches 8 pellets Ranger Buckshot Load	$ 252.00	48.00%	$ 131.04
WINCHESTER	RA1200HD	12 Gauge	2 3/4 inches 9 pellets Ranger Buckshot Load	$ 264.40	48.00%	$ 137.49
WINCHESTER	RA12RS15	12 Gauge	2 3/4 inches Ranger Rifled Slug	$ 272.00	48.00%	$ 141.44
WINCHESTER	RA12RS15S	12 Gauge	2 3/4 inches Ranger Segmenting Slug	$ 290.00	48.00%	$ 150.80
WINCHESTER	X12RS15	12 Gauge	Foster Slug Rifled	$ 276.50	48.00%	$ 143.78
WINCHESTER	XU126	12 Gauge	Game	$ 128.70	48.00%	$ 66.92
WINCHESTER	XU127	12 Gauge	Game	$ 128.70	48.00%	$ 66.92
WINCHESTER	XU128	12 Gauge	Game	$ 128.70	48.00%	$ 66.92
WINCHESTER	XU12H4	12 Gauge	Heavy Game	$ 131.20	48.00%	$ 68.22
WINCHESTER	XU12H6	12 Gauge	Heavy Game	$ 131.20	48.00%	$ 68.22
WINCHESTER	XU12H7	12 Gauge	Heavy Game	$ 131.20	48.00%	$ 68.22
WINCHESTER	XU12H8	12 Gauge	Heavy Game	$ 131.20	48.00%	$ 68.22
WINCHESTER	XB1200	12 Gauge	Buffered Shot Buckshot	$ 255.50	48.00%	$ 132.86
WINCHESTER	XB121	12 Gauge	Buffered Shot Buckshot	$ 378.00	48.00%	$ 196.56
WINCHESTER	XB124	12 Gauge	Buffered Shot Buckshot	$ 362.50	48.00%	$ 188.50
WINCHESTER	TRGT12M7	12 Gauge	Super Target™	$ 131.90	48.00%	$ 68.59
WINCHESTER	TRGT12M8	12 Gauge	Super Target™	$ 131.90	48.00%	$ 68.59
WINCHESTER	TRGT127	12 Gauge	Super Target™	$ 131.90	48.00%	$ 68.59
WINCHESTER	TRGT128	12 Gauge	Super Target™	$ 131.90	48.00%	$ 68.59
WINCHESTER	AAM127	12 Gauge	Heavy Target	$ 165.00	48.00%	$ 85.80
WINCHESTER	AAM128	12 Gauge	Heavy Target	$ 165.00	48.00%	$ 85.80
WINCHESTER	AA127	12 Gauge	Light Target	$ 165.00	48.00%	$ 85.80
WINCHESTER	AA128	12 Gauge	Light Target	$ 165.00	48.00%	$ 85.80
WINCHESTER	AAL127	12 Gauge	Xtra-Lite™	$ 158.70	48.00%	$ 82.52
WINCHESTER	AAL128	12 Gauge	Xtra-Lite™	$ 158.70	48.00%	$ 82.52
WINCHESTER	AA12FL8	12 Gauge	Low Recoil	$ 162.60	48.00%	$ 84.55
WINCHESTER	AAH208	20 Gauge	Heavy Target	$ 160.70	48.00%	$ 83.56
WINCHESTER	AA208	20 Gauge	Target	$ 160.70	48.00%	$ 83.56

Defense Products (46000000-21-STC) Price Sheet

LAWMEN'S AND SHOOTERS' SUPPLY, INC.

GROUP 9: RIFLE AMMUNITION (DUTY)

Manufacturer/Bran	Model Number	Ammunition Specification	Description	MSRP	Discount	Net Price
WINCHESTER	RA556B	.223 Remington and 5.56 NATO	64 gr. Ranger Bonded Solid Base	$ 1,598.00	48.00%	$ 830.96
WINCHESTER	RA556M	.223 Remington and 5.56 NATO	77 gr. Match BTHP	$ 1,450.50	48.00%	$ 754.26
WINCHESTER	RA223BSTAY	.223 Remington and 5.56 NATO	55 gr. Supreme® Ballistic Silvertip™	$ 1,470.50	48.00%	$ 764.66
WINCHESTER	RA223MY	.223 Remington and 5.56 NATO	69 gr. Match Hollow Point Boattail	$ 1,393.00	48.00%	$ 724.36
WINCHESTER	RA223RY	.223 Remington and 5.56 NATO	55 gr. Pointed Soft Point	$ 1,074.50	48.00%	$ 558.74
WINCHESTER	RA223R2Y	.223 Remington and 5.56 NATO	64 gr. Power-Point Knurl	$ 1,085.00	48.00%	$ 564.20
WINCHESTER	RA556M855K	.223 Remington and 5.56 NATO	62 gr. Penetrator M855	$ 953.50	48.00%	$ 495.82
WINCHESTER	X300BLKX	.300 AAC Blackout "300 BLK"	200 gr. Subsonic Expanding Hollowpoint	$ 265.10	48.00%	$ 137.85
WINCHESTER	X300BLKDS	.300 AAC Blackout "300 BLK"	150 gr. Extreme Point™ Polymer Tip	$ 251.60	48.00%	$ 130.83
WINCHESTER	SUP300BLK	.300 AAC Blackout "300 BLK"	200gr. Super Suppressed	$ 241.20	48.00%	$ 125.42
WINCHESTER	RA3085	.308 Winchester and 7.62x51 NATO	150 gr. Ranger Patrol	$ 306.40	48.00%	$ 159.33
WINCHESTER	SBST308	.308 Winchester and 7.62x51 NATO	150 gr. Ballistic Silvertip®	$ 424.90	48.00%	$ 220.95
WINCHESTER	S308M	.308 Winchester and 7.62x51 NATO	168 gr. Sierra MatchKing™ BTHP	$ 384.00	48.00%	$ 199.68
WINCHESTER	X3085	.308 Winchester and 7.62x51 NATO	150 gr. Power-Point®	$ 305.90	48.00%	$ 159.07
WINCHESTER	X308SUBX	.308 Winchester and 7.62x51 NATO	185 gr. Subsonic Expanding Hollowpoint	$ 314.10	48.00%	$ 163.33
WINCHESTER	S308WB	.308 Winchester and 7.62x51 NATO	150 gr. Razorback XT™	$ 401.90	48.00%	$ 208.99
WINCHESTER	SBST308A	.308 Winchester and 7.62x51 NATO	168 gr. Ballistic Silvertip™	$ 424.90	48.00%	$ 220.95
WINCHESTER	S338LCT	.338 Lapua Magnum	300 gr. Accubond® CT®	$ 1,367.60	48.00%	$ 711.15
WINCHESTER	S338LM	.338 Lapua Magnum	250 gr. Boat Tail Hollow Point	$ 1,418.90	48.00%	$ 737.83
WINCHESTER	X76239	7.62x39mm	123 gr. Power Point ®	$ 401.70	48.00%	$ 208.88

502017-56 Rel.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2021

APPROVED
By WVerdejo at 11:03 am, Apr 28, 2022

ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
ND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES
TUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED
DER.

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	CONTACT NAME: Shella Julian	
Brown & Brown of Florida, Inc. 817 Beachland Blvd Vero Beach FL 32963	PHONE (A/C, No, Ext): (772) 231-2828	FAX (A/C, No):
	E-MAIL ADDRESS: sjulian@bbccfl.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great American E & S Insurance Company	
INSURED Knight Enterprises, LLC, Knight's Manufacturing Company Knight's Armament Company, Lawmen's and Shooters' Supply, Inc. 701 Columbia Blvd Tilusville FL 32780	INSURER B: Florida Citrus Business & Industries Fund	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 GL UMB 22-23 WC **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.

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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC OTHER	Y		PL9924280-05	07/19/2021	07/19/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,00
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			PL9924280-05	07/19/2021	07/19/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			XS9924281-05	07/19/2021	07/19/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10651343-2021	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

City of Jacksonville, its members, officials, officers, employees and agents are additional insured as required per written contract, as their interests may appear, regarding General Liability.

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street
Jacksonville FL 32202

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ESG 3206 (Ed. 01/16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIALTY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the Policy wording.

Coverage	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Medical Payments Increased Limits	$20,000	3
Who Is An Insured: Broadened Named Insured	Included	3
Who Is An Insured: Fellow Employee	Included	3
Who Is An Insured: Newly Formed or Acquired Organizations	Included	4
Knowledge of Occurrence, Claim or Suit	Included	4
Unintentional Errors Or Omissions	Included	4
Personal & Advertising Injury Amendment of Discrimination or Humiliation	Included	4
Incidental Malpractice Liability	Included	5
Additional Insured: Owners, Lessees, and Contractors	Included	5
Additional Insured: Vendors	Included	6
Primary and Non-Contributory Extension	Included	8
Damage to Premises Rented to You (Fire, Lightning, and "Explosion")	$500,000	8
Waiver of Subrogation	Included	9
Property Damage - Elevators	Included	9

Coverage	Limit of Insurance	Page
Contractual Liability for Railroad Exposures	Included	10
Supplementary Payments: Bail Bonds	$2,500	10
Supplementary Payments: Loss of Earnings	$500	10
Amended Bodily Injury Definition	Included	10

A. Non-Owned Aircraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGES - Coverage A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGES - Coverage A - Bodily Injury and Property Damage Liability**, subparagraph **(2)** of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) less than 55 feet long; and

(b) not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply to watercraft 27 to 55 feet long if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

C. Medical Payments Increased Limits

Unless **Coverage C - Medical Payments**, or the Product-Completed Operations Hazard has been excluded from this Policy, the following applies:

Under paragraph **2. Exclusions** of **SECTION I - COVERAGES, Coverage C - Medical Payments**, exclusion **f. Products-Completed Operations Hazard** is replaced by the following:

f. Product-Completed Operations Hazard

Included within the "products-completed operations hazard."

However, this exclusion does not apply to expenses for dental services.

The Medical Expense Limit in paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $20,000; or

b. the amount shown in the Declarations for Medical Expense Limit

This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**

D. Who Is An Insured: Broadened Named Insured

Under **SECTION II - WHO IS AN INSURED**, the following item **2.e.** is added:

e. Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its Limits of Insurance.

E. Who Is An Insured: Fellow Employee

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business. However, none of these co-"employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectible insurance available to your "employee" or "volunteer worker."

F. Who Is An Insured: Newly Formed or Acquired Organizations

Paragraph **3.** of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. coverage under this provision is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

   b. coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and

   d. records and descriptions of operations must be maintained by the first Named Insured.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

G. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Knowledge of any "occurrence", claim, or "suit" by any agent, servant or "employee" of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such "occurrence", claim or "suit" shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership; or

c. an executive officer or insurance manager, if you are a corporation.

H. Unintentional Errors or Omissions

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations:**

If you unintentionally fail to disclose any hazards existing at the inception date of this Policy, we will not deny coverage under this Coverage Form because of such failure.

However, this does not affect our right to collect additional premium, exercise our right of cancellation or non-renewal, or enforce other legal rights based upon a material misrepresentation in response to a specific question in the application for this Policy.

I. Personal and Advertising Injury Amendment of Discrimination or Humiliation

Unless **Coverage B - Personal and Advertising Injury Liability** is excluded from this Policy or does not apply, the following applies:

Under **SECTION V - DEFINITIONS**, paragraph **14. Personal and Advertising Injury**, subparagraph **h.** is added:

h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) not done intentionally by or at the direction of:

(a) an insured; or

(b) any "executive officer," director, stockholder, partner or member of the Insured; and

(2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

J. **Incidental Malpractice Liability**

1. **SECTION II - WHO IS AN INSURED** is amended by deleting item **2.a.(1)(d)** in its entirety and replacing it with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services.

2. Under **SECTION V - DEFINITIONS**, paragraph **3. Bodily Injury** is replaced by the following:

3. **"Bodily Injury"** means injury, sickness, disease or "incidental medical malpractice" sustained by a person, including death of a person. "Bodily injury" also means mental anguish, mental injury, or shock if directly resulting from physical injury, sickness, or disease to that person.

3. The following is added to **SECTION V - DEFINITIONS**:

"Incidental medical malpractice" means "bodily injury" arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

K. **Additional Insured**

1. **Owners, Lessees, or Contractors**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

(1) Any person or organization, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(a.) premises or equipment you own, rent, lease or occupy; or

(b.) your acts or omissions; or

(c.) the acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

However;

(a.) the insurance afforded to such additional insured only applies to the extent permitted by law; and

(b.) if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a.) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or

(b.) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

(2) The insurance provided to any additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional 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 or the failure to render any professional services by or for you.

c. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

2. **Vendors**

a. **SECTION II - WHO IS AN INSURED**, is amended to include as an additional insured:

(1.) Any person or organization (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

(a.) the insurance afforded to such vendor only applies to the extent permitted by law; and

(b.) if coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1.) The insurance afforded the vendor does not apply to:

(a.) "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b.) any express warranty unauthorized by you;

(c.) any physical or chemical change in the product made intentionally by the vendor;

(d.) repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e.) any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f.) demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g.) products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h.) "bodily injury" or "property damage" arising out of the sole negligence of the vendors for its own acts or omission of those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) the exceptions contained in subparagraphs (d.) or (f.); or

(ii) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2.) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. With respect to the insurance afforded to these vendors, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the most amount of insurance:

(1.) Required by the contract or agreement; or

(2.) Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

3. **Primary and Non-Contributory Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance:**

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

(1.) The Additional Insured is a Named Insured under such other insurance; and

(2.) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following is added to paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an Additional Insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an Additional Insured on other policies.

L. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

3. The last paragraph of paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, or "explosion," to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

2. Paragraph **6.** Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

6. Subject to paragraph **5.** Above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, or "explosion," while rented to you or temporarily

occupied by you with the permission of the owner, for all such damage caused by fire, lightning, or "explosion," proximately caused by the same event, whether such damage results from fire, lightning, or "explosion," or any combination of the three, is the higher of **$500,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4. Other Insurance**, paragraph **b. Excess Insurance Item (ii) of the Occurrence Form** and **Item (iii) of the Claims-Made Form** where the words, fire insurance, appear they are changed to, insurance for fire, lightning, or "explosion."

4. As regards coverage provided by this provision **L. Damage to Premises Rented to You, SECTION V - DEFINITIONS**, paragraph **9. Insured Contract**, subparagraph **a.** is replaced with the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or "explosion," to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract."

5. As regards coverage provided by this provision **L. Damage to Premises Rented to You, SECTION V - DEFINITIONS** is amended by the addition of the following definition:

   "Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

   "Explosion" does not include any of the following:

   (a) artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;

   (b) rupture or bursting of water pipes;

   (c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or

   (d) rupture or bursting caused by centrifugal force.

M. Waiver of Subrogation

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **8. Transfer or Rights of Recovery Against Others to Us**, the following paragraph is added:

b. If required by a written "insured contract" executed prior to the occurrence or offense, we waive our right of recovery we have against any person or organization named in such "insured contract," because of payments we make for injury or damage arising out of your ongoing operations or "your work" for that person or organization.

N. Property Damage - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, and **(4)** of exclusion **j. Damage to Property** do not apply if such "property damage" results from the use of elevators.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**

   The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

O. Contractual Liability for Railroad Exposures

Under **SECTION V - DEFINITIONS**, paragraph **9. Insured Contract**, subparagraph **f.(1)**, is deleted in its entirety.

P. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.b.** is replaced with:

   b. Up to **$2,500** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.d.** is replaced by the following:

   d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$500** a day because of time off work.

Q. Amended Bodily Injury Definition

Under **SECTION V - DEFINITIONS**, definition **3. Bodily injury** is replaced by the following:

3. **"Bodily injury"** means bodily injury, sickness, or disease sustained by a person, including death of a person. "Bodily injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.