



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-03-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request
<input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda
<input checked="" type="radio"/> Yes <input type="radio"/> No

ITEM No.:
EE-9.

TITLE:

Piggyback Recommendation of \$500,000 or Greater - 17-158B - Flooring with Related Equipment, Products, Supplies, Installation, and Services

REQUESTED ACTION:

Approve the above recommendation to award the Piggyback from the State of Florida, Contract No. 52100000-16-ACS. Contract Term: March 7, 2018 through February 16, 2020, 2 Years; User Department: Physical Plant Operations (PPO); Award Amount: \$1,600,000; Awarded Vendor(s): Interface Americas, Inc., Mannington Commercial, a business unit of Mannington Mills, Inc.; Shaw Industries, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

This request is to approve the Piggyback contract from the State of Florida. This Piggyback provides the District with three (3) vendors that PPO can access to purchase carpeting, tile, cove base, laminate flooring, and related installation services, products, equipment and supplies, as part of Preventive/Routine Maintenance, and Capital Improvement programs.

A copy of the State of Florida contract is available online at: http://www.broward.k12.fl.us/supply/agenda/17-158B_FlooringwithRelatedEquipmentProductsSuppliesInstallationandServices.pdf

These agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$1,600,000. The funding source will come from PPO's operating budget, PPO's capital budget, and Safety, Music & Art, Athletics, Renovations, and Technology Program funds. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Agreements - 3

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Sam Bays	Phone: 754-321-4634
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
2/27/2018, 4:53:38 PM

Electronic Signature
Form #4189 Revised 08/04/2017
RWR/ MLW/MCC/SB:gg

Approved In Open Board Meeting On: MAR 06 2018
Nora Rupert
School Board Chair

EXECUTIVE SUMMARY

Piggyback Recommendation of \$500,000 or Greater 17-158B – Flooring with Related Equipment, Products, Supplies, Installation, and Services

This Piggyback is an Alternate Contract Source (ACS) through the State of Florida Department of Management Services (DMS), Contract No. 52100000-16ACS, utilizing the National Joint Powers Alliance (NJPA) contract that has been competitively solicited and awarded through their Request for Proposal No. 121715, and effective through February 16, 2020. The School Board of Broward County, Florida (SBBC), piggybacked off of a previous NJPA contract for this commodity and services, under SBBC assigned contract No. 53-088B through December 18, 2015. Since then, the District has used the three (3) quote process to procure this commodity and services.

In accordance with Florida Administrative Code (F.A.C.), Rule 6A-1.012 (5), and Purchasing Policy 3320, Purchasing Policies, Part II, General Provisions, Item L, the School Board shall receive and give consideration to the prices available to it under rules of the Department of Management Services, Division of Purchasing. The School Board may use prices established by the Division of Purchasing through its state purchasing agreement price schedule. School Board policy provides for the purchasing under this program of state purchasing agreements.”

Additionally, F.A.C. Rule 6A-1.012(6) states that: “In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.”

Procurement & Warehousing Services (PWS) Department has elected to negotiate with three (3) of the companies awarded under this contract listed below, based on District standardization requirements recommended by the Physical Plant Operations (PPO) Department:

- Interface Americas, Inc.
- Mannington Commercial, a business unit of Mannington Mills, Inc.
- Shaw Industries, Inc.

This recommendation is to approve Piggyback 17-158B for the purchase of floor coverings and related equipment, products, supplies, installation, and services, starting March 7, 2018 through February 16, 2020, with a spending authority of \$1,600,000. The budget will come from PPO’s operating and capital budgets, and Safety, Music & Art, Athletics, Renovation, and Technology (SMART) Program funds.

Piggybacking on this large-scale contract represents pricing advantages, and as such, cost savings to the District. Through this ‘not-to-exceed’ contract, SBBC will receive mill-direct pricing based on nationwide volume discounts, and quality products, from some of the best providers and manufacturers of flooring coverings.

By implementing this piggyback contract, SBBC will be able to establish reduced firm-fixed prices that are more advantageous than those specified in the State of Florida/NJPA contract. Upon engaging each of these manufacturers, they have offered further negotiated discounted prices, at an average of thirty-one (31) percent reduction for materials, and thirteen (13) percent reduction for labor, (when combining all discount percentages negotiated with the three (3) manufacturers), below those already established as awarded under

Piggyback Recommendation of \$500,000 or Greater
17-158B – Flooring with Related Equipment, Products, Supplies, Installation, and Services
March 6, 2018
Page 2

this State of Florida/NJPA contract. These manufacturers have committed to maintaining these negotiated discounted prices, firm and fixed, for the two (2) year period remaining on this contract, effective through February 16, 2020, as shown in the enclosed table.

Additionally, these manufacturers have provided SBBC with an extended list of approved and authorized local tri-county (Miami Dade, Broward and Palm Beach) dealers and installers, should SBBC elects to approach such local dealers and installers to obtain quotes for comparison purposes. However, PWS has performed a recent price comparison exercise between local dealers/installers and the three (3) selected manufacturers from this State of Florida/NJPA contract. As a result, prices from the local dealers/installers are shown to be higher (when all prices combined), on an average of approximately twenty-five (25) percent, during this exercise.

As part of the current role performed by the PWS Purchasing Specialist(s), PWS will verify that the quotes received from the manufacturers, and attached to the requisitions, are in compliance with the established schedule of reduced negotiated prices agreed-upon. End-User Department will be notified of any discrepancies found on quotes.

PPO will use this contract as part of their Preventive/Routine Maintenance, and Capital Improvements programs, to provide broadloom carpet, carpet tile, ceramic tile, cove base, and laminate flooring products and installation services throughout the District. These services are not provided in-house and are essential to PPO's Maintenance Operations.

Financial Impact

The total spending authority requested is \$1,600,000 as demonstrated in the breakdown below:

PPO	\$500,000
SMART	\$200,000
School Choice	\$400,000
Technical Colleges (Atlantic, McFatter, and Sheridan) Projects	\$200,000
<u>Environmental Health & Safety (EHS) & Indoor Air Quality (IAQ) Projects</u>	<u>\$150,000</u>
<u>Estimated forecasted spending authority requested for the two (2) year period</u>	<u>\$1,450,000</u>
Plus	
<u>Ten (10) percent contingency provision</u>	<u>\$145,000</u>
<u>Total estimated spending authority requested for the two (2) year period (rounded up)</u>	<u>\$1,600,000</u>

State of Florida - Contract No. 52100000-16ACS
Flooring with Related Equipment, Products, Supplies, Installation, and Services
Two-year Negotiated/Discounted Pricing

Item Description	Manufacturers											
	Shaw Industries-Patcraft Carpet Title: Vivid Ecoworx Broadloom Carpet: Big Splash UltraLoc				Mannington Commercial Carpet Title: Hub Broadloom Carpet: Circuit				Interface Americas Carpet Title: Cubic Colours Broadloom Carpet: (Not applicable)			
	Unit of Measure	NJPA Contract Pricing	Negotiated Discounted Pricing	Discount Percentage	Unit of Measure	NJPA Contract Pricing	Negotiated Discounted Pricing	Discount Percentage	Unit of Measure	NJPA Contract Pricing	Negotiated Discounted Pricing	Discount Percentage
Carpet Tile 0-500 sq. yds	SY	\$20.22	\$13.99	31%	SY	\$25.18	\$17.03	32%	SY	\$22.99	\$14.00	39%
Carpet Tile 501-1000 sq. yds	SY	\$20.22	\$12.99	36%	SY	\$25.18	\$17.03	32%	SY	\$22.99	\$14.00	39%
Carpet Tile 1001+ sq. yds	SY	\$20.22	\$12.99	36%	SY	\$25.18	\$17.03	32%	SY	\$22.99	\$14.00	39%
Broadloom Carpet 0-500 sq. yds	SY	\$13.31	\$10.99	17%	SY	\$19.56	\$14.03	28%	N/A			
Broadloom Carpet 501-1000 sq. yds	SY	\$13.31	\$9.99	25%	SY	\$19.56	\$14.03	28%				
Broadloom Carpet 1001+ sq. yds	SY	\$13.31	\$9.99	25%	SY	\$19.56	\$14.03	28%	N/A			
Installation Broadloom	SY	\$6.05	\$5.45	10%	SY	\$7.95	\$6.76	15%				
Installation Broadloom (w/pattern)	SY	N/A	\$7.00	N/A	SY	\$7.95	\$6.76	15%	N/A			
Installation Carpet Tile	SY	\$5.78	\$5.20	10%	SY	\$7.80	\$6.63	15%				
Removal of Double Stick Installation	SY	N/A	\$3.75	N/A	SY	\$2.25	\$1.91	15%	N/A			
Removal of Broadloom (direct broadloom)	SY	\$2.75	\$2.47	10%	SY	\$1.30	\$1.11	15%				
Removal of Carpet Tile	SY	\$2.75	\$2.47	10%	SY	\$1.05	\$0.89	15%	N/A			
Carpet Disposal	SY	\$1.21	\$1.08	11%	SY	\$1.75	\$1.49	15%				
Broadloom Reclamation	SY	N/A	Est Per Job		SY	N/A	\$1.20	N/A	N/A			
Carpet Tile Reclamation	SY	N/A	Est Per Job		SY	N/A	\$1.20	N/A				
Installation of VCT	SF	\$0.88	\$0.79	10%	SF	\$1.75	\$1.49	15%	N/A			
VCT Removal	SF	N/A	\$0.45	N/A	SF	\$0.60	\$0.53	12%				
Installation of Luxury Vinyl Tile (Planks)	SF	\$2.28	\$2.05	10%	SF	\$2.00	\$1.70	15%	N/A			
Installation of Luxury Vinyl Tile (Squares)	SF	\$2.28	\$2.05	10%	SF	\$2.00	\$1.70	15%				
Installation of Rubber Tile	SY	N/A	\$6.00	N/A	SF	N/A	\$2.50	N/A	N/A			
Installation of Rubber (Rolled)	SY	N/A	\$7.00	N/A	SF	N/A	\$2.75	N/A				
Cove Base Removal & Disposal	SF	N/A	\$0.50-\$0.55	N/A	LF	N/A	\$0.30	N/A	N/A			
Installation of Transitions	LF	N/A	\$0.93 - \$2.10	N/A	LF	N/A	\$1.33	N/A				
Floor Prep Minor	SF	N/A	\$0.60 - \$1.80	N/A	SF	N/A	\$0.68	N/A	N/A			
Floor Prep Major	SF	N/A	\$2.24 - \$5.84	N/A	SF	N/A	\$1.20	N/A				
Installation of Sheet Vinyl	SY	\$20.76	\$18.68	10%	SY	\$18.00	\$15.30	15%	Included in Reclamation Price			
Heat Welding (Sheet Vinyl)	EA	N/A	Est Per Job		LF	\$4.00	\$3.40	15%				
Installation Flash Cove	EA	N/A	Est Per Job		LF	N/A	\$11.00	N/A	N/A			
Installation Sheet Vinyl Inside Corners	EA	N/A	Est Per Job		Per piece	N/A	\$20.00	N/A				
Installation Sheet Vinyl Outside Corners	EA	N/A	Est Per Job		Per piece	N/A	\$20.00	N/A	N/A			
Palletize/Shrink Wrap Old Carpet for recycling	SY	N/A	\$0.50	N/A								
Conventional Furniture Moving (Light)	SY	N/A	\$7.00	N/A	SY	\$2.50	\$2.13	15%	N/A			
Conventional Furniture Moving (Medium)	SY	N/A	\$15.00	N/A	SY	\$4.00	\$3.40	15%				
LIFT Systems/Carpet Tile Projects Only - Add	SY	\$22.00	\$22.00	0%	SY	\$6.95	\$5.91	15%	N/A			
Night/Weekend Labor - Add to Regular Labor Rates	SY	Up to 20%	Up to 20%	0%	SY	N/A	\$2.25	N/A				
Estimated Freight Cost for Broadloom/Carpet Tile	SY	N/A	Up to \$1.50	N/A	SY	\$1.27	\$1.08	15%	Included in Carpet Price			
Jessica Lunsford Badging	EA	N/A	Up to \$82.00	N/A								
Project Management	Lot	<=20% of Material Cost	<=20% of Material Cost	0%					EA	N/A	\$135.00	N/A
	Lot	<=20% of Material Cost	<=20% of Material Cost	0%					Lot	20% of Material Cost	20% of Material Cost	0%

AMENDMENT TO THE AGREEMENT

THIS AMENDMENT TO AGREEMENT is made and entered into as of this 10th day of March, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INTERFACE AMERICAS, INC.
(hereinafter referred to as "VENDOR"),
having its principal place of business at
1503 Orchard Hill Road, LaGrange, Georgia 30240

WHEREAS, SBBC is piggybacking off the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (DMS) Agreement executed on May 24, 2016 (hereafter "Agreement"); and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall be added to the Original Agreement, by interlineation, as follows:

7.4 **Minimum Limits of Insurance Requirements**.

Insurance Requirements. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

8.5 Contractor's Public Records.

Pursuant to §119.0701 Florida Statutes, "Contractors" as defined by statute that enter into a contract for services with the SBBC and are acting on behalf of SBBC are required to comply with public records laws and to specifically:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that SBBC would provide the records and at a cost that does not exceed the cost provided by statute or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost to the SBBC, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SBBC in a format that is compatible with the information technology systems of SBBC.
- E. If a Contractor does not comply with a public records request, SBBC shall enforce the contract provisions which may include immediate termination of contract.

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, REQUEL BELL, AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, 600 S.E. 3rd AVENUE, FORT LAUDERDALE, FL 33301.

13.5 SBBC Photo Identification Badge.

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above. This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and

any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website. A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. Applicant enrollment and scheduling website is www.fieldprintflorida.com. The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

1.03 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the DMS Participating Agreement; and
- c) the NJPA Master Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Amendment to the State Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

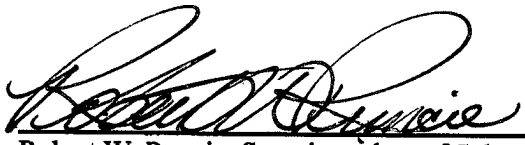
FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Nora Rupert, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M.
Smith

Digitally signed by
Janette M. Smith
Date: 2018.02.20 11:58:29
-05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

INTERFACE AMERICAS, INC.

ATTEST:

By

[Handwritten Signature]
Signature

, Secretary

Printed Name:

Natalie Poteran

-or-

Title:

VP Finance

Witness

Witness

STATE OF Georgia

COUNTY OF Troup

The foregoing instrument was acknowledged before me this 15 day of February, 2018 by Natalie Poteran of

Name of Person

Interface on behalf of the corporation/agency. He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

[Handwritten Signature]
Signature - Notary Public

(SEAL)



Sharon Johnson
Printed Name of Notary

W-00305187
Notary's Commission No.

AMENDMENT TO THE AGREEMENT

THIS AMENDMENT TO AGREEMENT is made and entered into as of this 6th day of March, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MANNINGTON COMMERCIAL, a business unit of MANNINGTON MILLS, INC.
(hereinafter referred to as "VENDOR"),
having its principal place of business at
1844 US Hwy 41 SE, Calhoun, Georgia 30701

WHEREAS, SBBC is piggybacking off the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (DMS) Agreement executed on May 23, 2016 (hereafter "Agreement"); and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

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1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

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- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that SBBC would provide the records and at a cost that does not exceed the cost provided by statute or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost to the SBBC, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SBBC in a format that is compatible with the information technology systems of SBBC.
- E. If a Contractor does not comply with a public records request, SBBC shall enforce the contract provisions which may include immediate termination of contract.

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, REQUEL BELL, AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, 600 S.E. 3rd AVENUE, FORT LAUDERDALE, FL 33301.

13.5 **SBBC Photo Identification Badge.**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above. This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and

any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website. A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. Applicant enrollment and scheduling website is www.fieldprintflorida.com. The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

1.03 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the DMS Participating Agreement; and
- c) the NJPA Master Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Amendment to the State Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith

Date: 2018.02.20 12:00:07 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

MANNINGTON COMMERCIAL, a
business unit of MANNINGTON MILLS,
INC.

ATTEST:

By Jason McKee
Signature

_____, Secretary

Printed Name: Jason McKee

-or-

Title: Vice President Commercial Carpet

Witness

Witness

STATE OF Georgia

COUNTY OF Gordon

The foregoing instrument was acknowledged before me this 20th day of February, 2018
by Randall Wayne Carnes of

Name of Person

Mannington Commercial on behalf of the corporation/agency. He is personally known to me
or produced Drivers License as identification and did first take an oath.

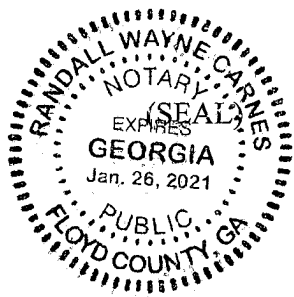
Type of Identification

My Commission Expires:

Randall Wayne Carnes
Signature – Notary Public

Randall Wayne Carnes
Printed Name of Notary

W-00310232
Notary's Commission No.



AMENDMENT TO THE AGREEMENT

THIS AMENDMENT TO AGREEMENT is made and entered into as of this 6th day of March, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHAW INDUSTRIES, INC.
(hereinafter referred to as "VENDOR"),
having its principal place of business at
616 E. Walnut Ave., Dalton, Georgia 30721

WHEREAS, SBBC is piggybacking off the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (DMS) Agreement executed on May 25, 2016 (hereafter "Agreement"); and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall be added to the Original Agreement, by interlineation, as follows:

7.4 **Minimum Limits of Insurance Requirements**.

Insurance Requirements. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

8.5 Contractor's Public Records.

Pursuant to §119.0701 Florida Statutes, "Contractors" as defined by statute that enter into a contract for services with the SBBC and are acting on behalf of SBBC are required to comply with public records laws and to specifically:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that SBBC would provide the records and at a cost that does not exceed the cost provided by statute or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost to the SBBC, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SBBC in a format that is compatible with the information technology systems of SBBC.
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IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

FOR SBBC

(Corporate Seal)



THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Nora Rupert*
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M.
Smith

Digitally signed by Janette M.
Smith

Date: 2018.02.20 12:02:05
-05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

, Secretary

SHAW INDUSTRIES, INC.

By Bob Chandler
Signature

Printed Name: Robert M. Chandler

Title: Vice President

Stephan H. Land
-or-
Witness

Dianne Fry
Witness

STATE OF GA

COUNTY OF Catoosa

The foregoing instrument was acknowledged before me this 21st day of February, 2018 by Bob Chandler of

SHAW on behalf of the corporation/agency. He/She is personally known to me or produced employee badge as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 5-30-2021

Vicky C Williams
Signature - Notary Public

VICKY C WILLIAMS
Printed Name of Notary

(SEAL)

Notary's Commission No.