SUBJECT: PIGGYBACK STATE OF FL CONTRACT #DMS-52100000-16-ACS FOR FLOORING AND INSTALLATION

BID #: PXF-0389-19 **OPEN DATE: 02/25/2019**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE-TIME PURCHASE

AGENCY: SMG

BASIS OF AWARD: PIGGYBACK STATE OF FLORIDA CONTRACT DMS-52100000-16-ACS

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to piggyback Florida State contract DMS-52100000-16-ACS between the State of Florida and Milliken Services, LLC., for all labor, equipment and materials to replace carpet at the Times Union Center. This is a one-time purchase. The total requested expenditure not-to-exceed $112,896.54.

Funding for this award to be encumbered by account AFRM581DC-04503. To be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Price Comparison; Vendor Quote and Proposal; State Contract; Risk Approval

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
CHELSEY FLEMING
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Keith Van Der Leest, Assistant General Manager, SMG

(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 _____

SMG
JACKSONVILLE
Sports and Entertainment Facilities

February 15, 2019

To: Gregory Pease
Chief of Procurement
City of Jacksonville

From: Keith Van Der Leest
Assistant General Manager
SMG-Jacksonville

Re: Request for Piggyback State of Florida Department of Management Services and Milliken Services, LLC., DMS-52100000-16-ACS

At this time, SMG Jacksonville respectfully requests approval to piggyback the State of Florida, Department of Management Services DMS-52100000-16-ACS contract with Milliken Services, LLC.

The scope of services will include all labor, equipment and materials to replace the lobby carpet to replace carpet that was damaged from a fire that took place in 2018. SMG has reviewed the DMS contract and is compliant with our current needs for this project.

This one time purchase will be initiated by a City PO in the amount of $112,896.54. The funding source will be from account #AFRM581DC-4503.

Please let me know if you have any further questions.

Cc: Twane Duckworth, COJ, Risk Manager

300 A. Philip Randolph Boulevard, Jacksonville, FL 32202
(904) 630-3900 - www.jaxevents.com

mr. davids
flooring southeast llc.

Proposal

88 Riberia St. Ste 300
St. Augustine, FL 32084
Phone: (904) 436-1272 Fax: (904) 217-4960

Proposal Number **1804463FCP**

SUBMITTED TO:
City of Jacksonville
214 N. Hogan Street
CO SMG
Jacksonville, FL 32202

Attn:
Phone: **Fax:**

PROJECT:
TUPAC Restoration March 2018 Fire
300 W Water St

Jacksonville, FL 32202

Date: 02.15.19

PROPOSAL VALID FOR 30 DAYS FROM THIS DATE

Addenda:

Furnish and Install per plans and Specs: Date of Plans:

Product	QTY	Unit	Sell	Total
Milliken NJPA - 121715-MAC MQ#08-02814 ***TUPAC Restoration March 2018 Fire***				
C-1 Carpet Tile Material - Milliken Grand Plaza 36 Base - **Subject to overage of 5% - included in quantity listed**	1459	SY	36.68	53,516.12
C-2 - Broadloom Royal 36- **Subject to 5% overage - included in quantity listed** Minimum order quantity of 500 sy**	690	SY	36.74	25,350.60
Tile Adhesive - Non-Reactive Standard (4 gal) 150 sy per pail	9	EA	124.36	1,119.24
Broadloom Adhsive - 4 gal pail - 30 sy per pail	11	EA	71.43	785.73
Demo existing carpet - stack to reuse	1295	SY	3.45	4,467.75
Demo existing broadloom carpet and disposal	604	SY	3.45	2,083.80
Installation fo new carpeting	1949	SY	4.50	8,770.50
Stair Nosing	504	LF	5.00	2,520.00
Stair Treads	434	LF	25.00	10,850.00
Furnish and install 4" cove base	720	LF	1.99	1,432.80
Dumpster	4	EA	500.00	2,000.00

Proposal Excludes the Following:

- *Mositure Remediation*
- *Floor Protection*
- *Labor Excludes night and weekends*
- *Cleaning*
- *Waxing*
- *Furniture Handling*
- *Bonds*
- *Certified Payroll*
- *Crack Suppression*
- *Waterproofing*
- *Sound Suppression*
- *Floor Preperation*
- *Sales Tax*

Proposal Total: **$112,896.54**

TERMS AND CONDITIONS

Mr. Davids S.E., LLC will furnish, install & deliver the material in accordance with the scoped contained in this proposal for the listed price. The price listed includes all applicable taxes and freight. Due to the extreme volatility of the raw materials to construct the flooring products, which are petroleum based, the above pricing is valid for 60 days from the date of this proposal. Yardage estimates are based on the plan take-off from your submitted drawing and subject to verification by field measurement. Plan changes should be in writing and acknowledged by us. Any variation from the submitted plan that is made in the field by you must be acknowledged to us in writing prior to order entry. Proposal is based on a continuous schedule. Proposal is based on regular working hours; Monday through Friday; 7:00 AM to 4:00 PM unless specifically stated otherwise. The manufactures of the specified materials require specific limits or thresholds for concrete moisture content and vapor transmission, as well as specific ambient temperature requirements. Corrective measures for non-compliance is expressly excluded from Mr. Davids S.E., LLC's scope of work. Per CRI-104-96, 6.3 site conditions: Requires an owner or general contractor to submit to Mr. Davids S.E., LLC a written report regarding slab moisture and surface alkalinity of the slab to determine its suitability for the specified material to be installed. The temperature within the building shall be held at not less than 65 degrees for a minimum of 48 hours prior to commencing work as to ensure proper conditions necessary for installation. Dumpster and elevator hoisting to be provided by customer. Unless specifically included in the above proposal: excludes all demolition, repair or take-up of existing flooring material; excludes furniture moving; excludes vacuuming, mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of the floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement. Areas to receive new floor covering shall be of a smooth quality, equal to that necessary to receive resilient tile, broom cleaned, clear and free of obstructions, debris, spillage, and other trades prior to start of installation. Any additional work not covered by this proposal will be charged on a time and material basis. No extra work or changes under this contract will be recognized or executed unless agreed to in writing by an officer of the company before the work is to be completed or the change is made. Mr. Davids S.E., LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. This proposal is based on one phase delivery. If manufacturer requires a deposit or full payment prior to manufacture/ship certain items, client will pay that amount. Once production of materials have begun, orders are not cancelable and subject to full payment. Stock orders are not cancelable after cutting has begun. Manufacturers shipping schedules are made in good faith. We cannot, however, be held responsible for the inability of a manufacturers to meet the given schedule. Materials to be invoiced upon receipt into our warehouse; labor as completed on a monthly basis. Mr. Davids S.E., LLC proposal to supersede any other agreement or contract. Any and all proposals are subject to the parties entering into a written agreement acceptable to Mr. Davids S.E., LLC concerning deposits, payments for charges, charge backs, extras, guarantees for payment, conditions of the premises and similar matters. This contract is not legally bnding unless signed by and officer at the corporate office.

Please sign and return one (1) copy of this proposal

Laura Dellbrugge

Thank you for considering Mr. Davids S.E., LLC. We appreciate your business. If you have any further questions, please feel free to contact me.

Accepted By:

Signature: _____ Title _____

Name: _____ Date: _____

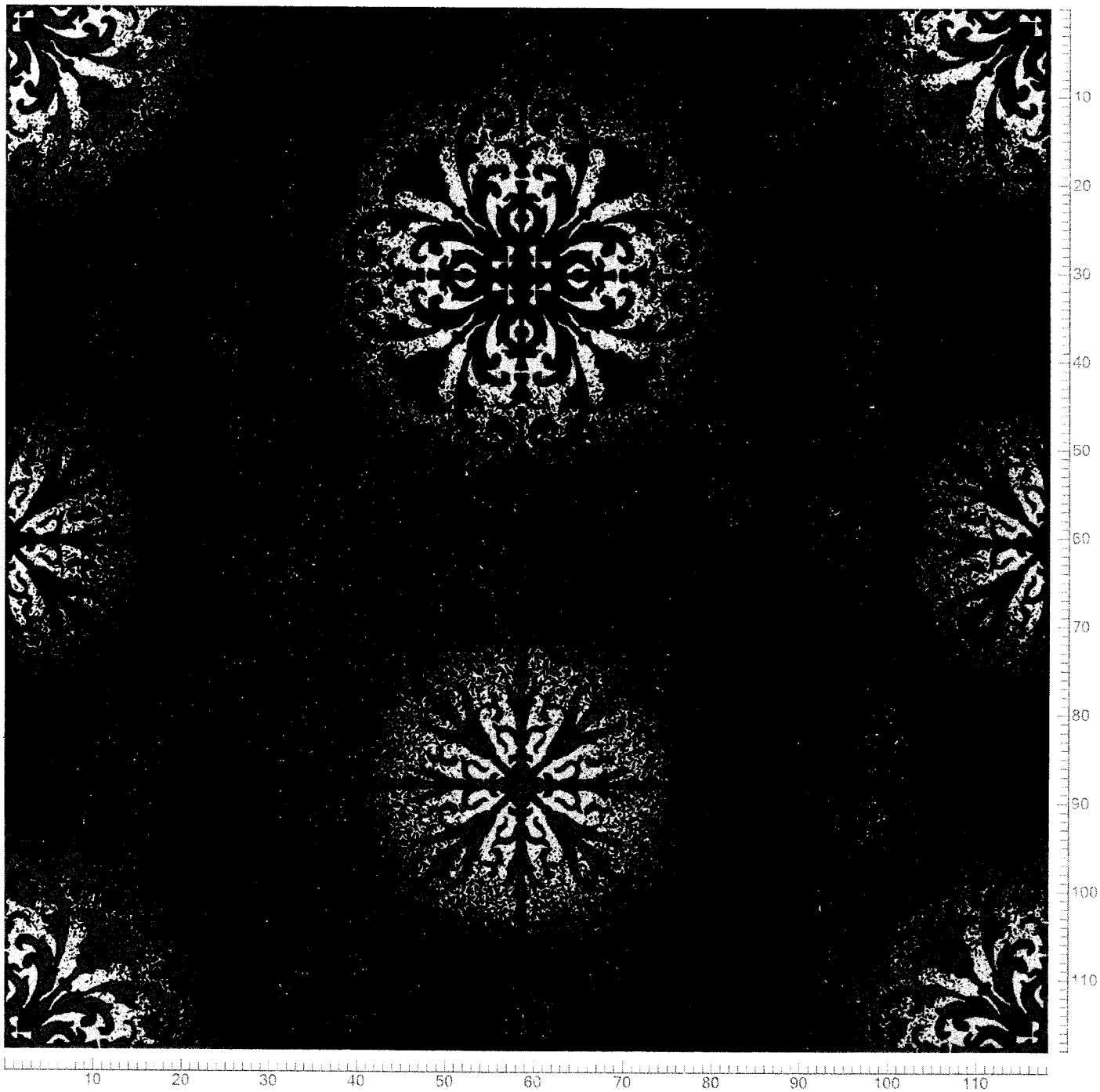
Comparison Pricing - Vendor vs. Florida DMS Contract (TUCPA Lobby Carpet)

Product	Quantity	Unit	Mr. David's Proposed	Florida DMS Contract Cost
Milliken Grand Plaza 36 Base	1459	SY	$ 36.68	$ 36.68
Broadloom Royal Base	690	SY	$ 36.74	$ 40.02
Tile Adhesive (4 gal)	9	EA	$ 124.36	$ 129.71
Broadloom Adhesive (4 gal)	11	EA	$ 71.43	$ 76.29
Demo Existing Carpet	1295	SY	$ 3.45	$ 3.50
Demo Existing Broadloom carpet and disposal	604	SY	$ 3.45	$ 3.50
Installation for new carpeting	1949	SY	$ 4.50	$ 9.00
Stair Nosing	504	LF	$ 5.00	$ 5.00
Stair Treads	434	LF	$ 25.00	$ 40.00
Furnish and install cove base	720	LF	$ 1.99	$ 2.75
Dumpster	4	EA	$ 500.00	$ 1,000.00

Design: Z181TF1ML / Z181TF1ML-A18001
Colorway: 2XES
Base: Grand Plaza - 36oz 1m Millitron
Date: 22-AUG-2018 ACP_PC

Milliken

DR#: 00916905 (9-Tile Repeat) Sidemark:
Project: Times Union Center (P-0000042413)



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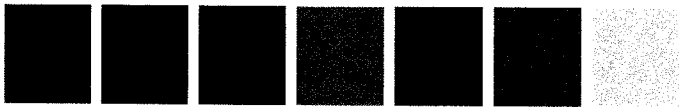


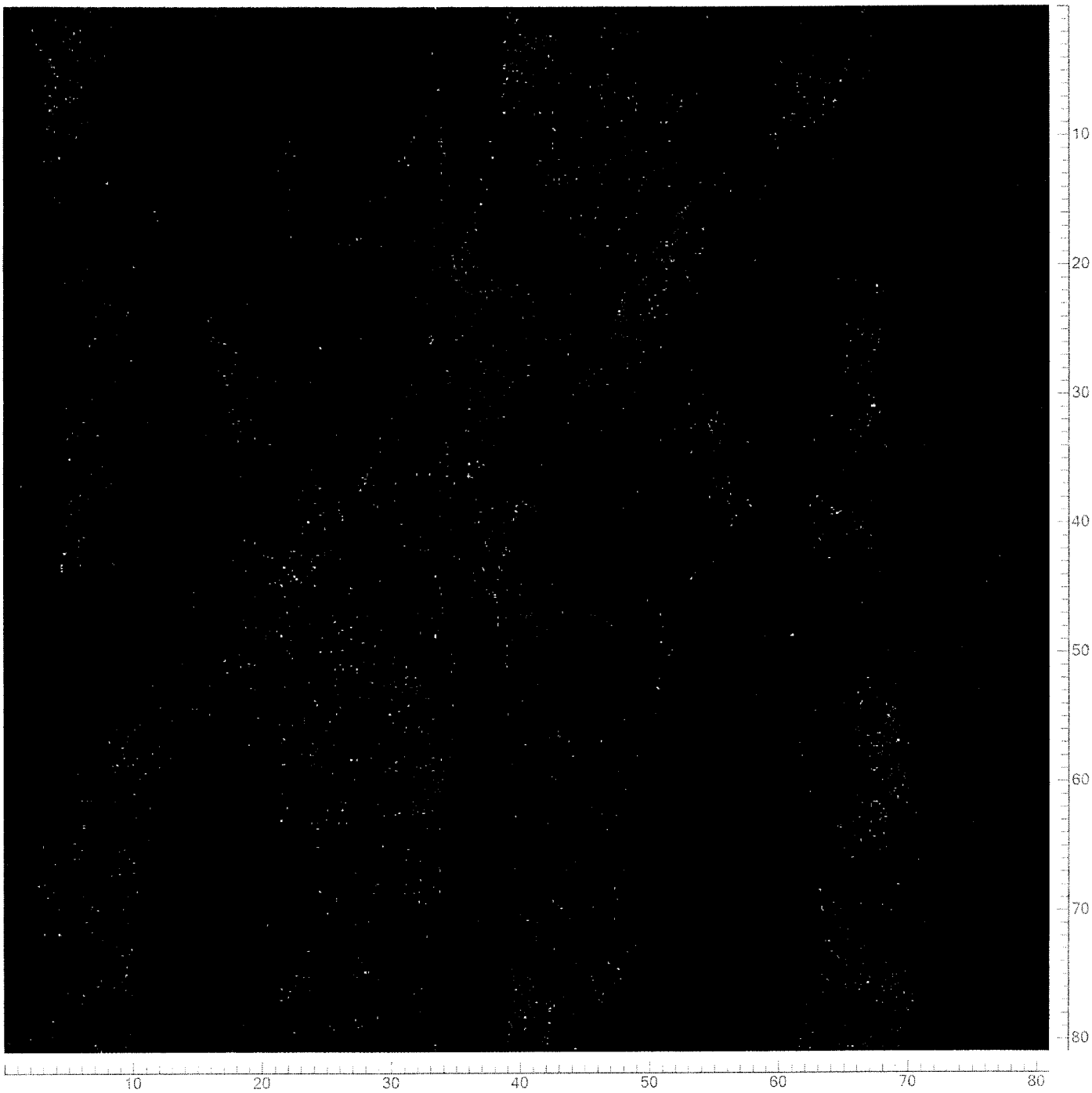
T131 F125 L128 M153 L127 B128 B109 G134

Colors are approximation only. Physical sample must be approved for ordering.

Design: P1839H5DPE / P1839H5DPE-A18002
Colorway: 2XES
Base: Royal 36 - 13.5'
Date: 21-SEP-2018 ACP_PC

Milliken.

DR#: 00951283 Sidemark:
Project: Times Union Performing Arts Stairs (P-0000064734)



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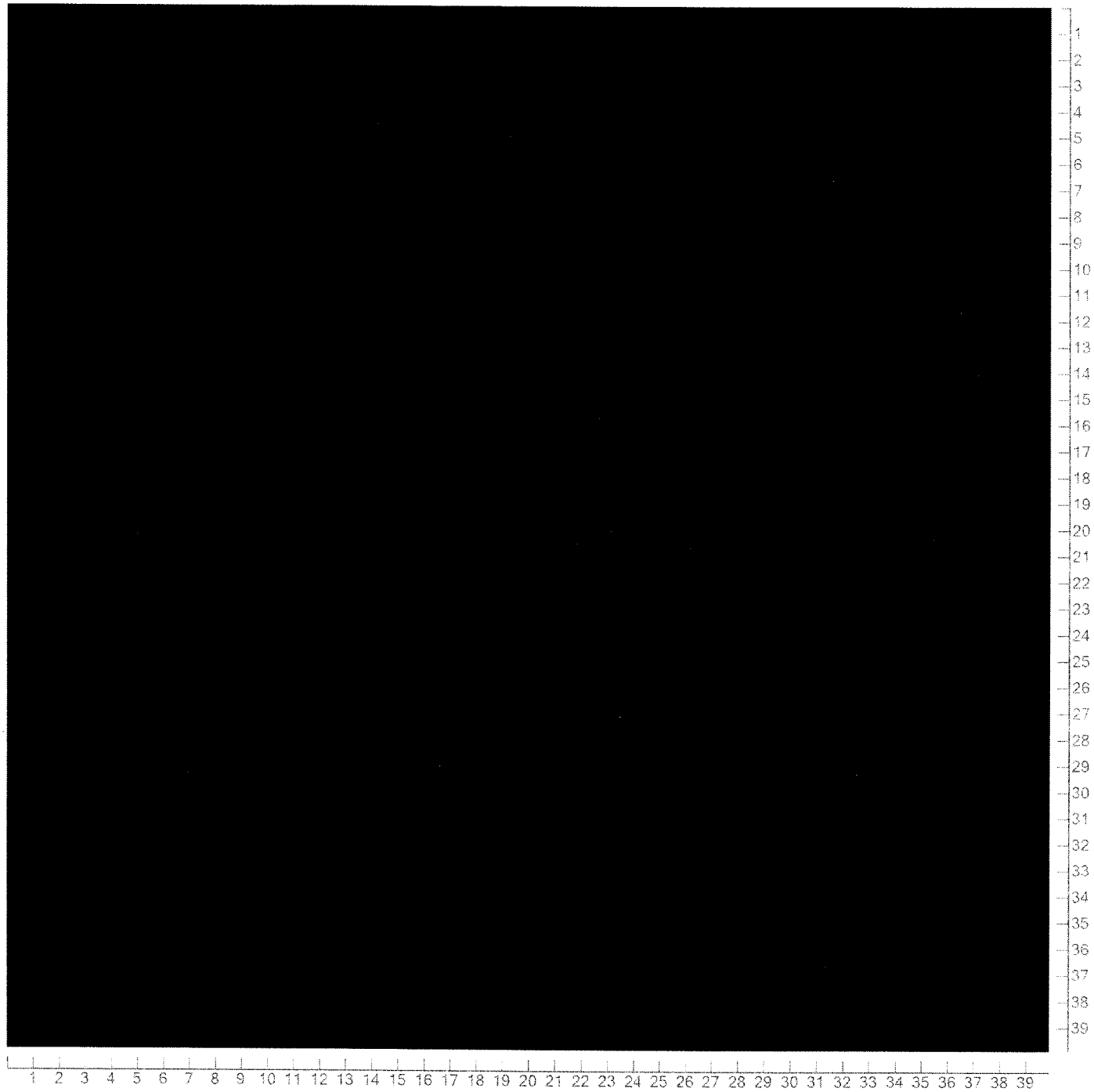
Colors are approximation only. Physical sample must be approved for ordering.

Design: G837488MR / G837488MR-A18012
Colorway: 2XESF
Base: Grand Plaza - 36oz 1m Millitron
Date: 24-OCT-2018 ACP_PC

Milliken™

DR#: 00967116 Sidemark: solid transition
Project: Times Union Lobby Corridor (P-0000066909)



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FLOR T131 F125 L128 M153 L127 B128 B109 G134

Colors are approximation only. Physical sample must be approved for ordering.

Florida Department of Management Services > Business Operations > State Purchasing > State Contracts and Agreements > Alternate Contract Source > Flooring with Related Equipment, Products, Supplies, Installation, and Services

<< Return

Flooring with Related Equipment, Products, Supplies, Installation, and Services
52100000-16-ACS

Effective Period	06/01/2016 through 02/16/2020
Contract Type	Alternate Contract Source
Contract Information	Contractors Master Agreement Pricing
Contract Documents	Complete Contract ACS - Participating Agreement - PDF (74.94 KB) Complete Contract ACS - Participating Agreement - Word (162.54 KB) NJPA - RFP #121715 Flooring Solicitation (539.03 KB)
Contract Administration	Brenda Wells (850) 488-6904 Brenda.Wells@dms.myflorida.com
Commodity Codes	UNSPSC-52100000-16-ACS

Flooring with Related Equipment, Products, Supplies, Installation, and Services

Contractors

Complete Contract - Complete Contract ACS - Participating Agreement - PDF

Complete Contract - Complete Contract ACS - Participating Agreement - Word

Master Agreement

Pricing

Complete Contract - NJPA - RFP #121715 Flooring Solicitation

Return to State Purchasing

Description

This Alternate Contract Source (ACS) is for the purchase of floor coverings for State of Florida Agencies and other eligible users utilizing the National Joint Powers Alliance (NJPA) contract (competitively solicited) for the purchase and installation of new carpet and flooring products (e.g., broadloom carpet, carpet tiles, rubber flooring, VCT, linoleum, sheet vinyl, and walk-off mats) intended solely for use as commercial grade floor coverings. Contractors participating are listed on this ACS.

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES

RFP Opening

DECEMBER 18, 2015
8:00 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP # 121715

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 121715 FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES. Details of this RFP are available beginning NOVEMBER 5, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until DECEMBER 17, 2015 at 4:30 p.m. Central Time at the above address and opened DECEMBER 18, 2015 at 8:00 a.m. Central Time.

RFP Timeline

NOVEMBER 5, 2015	**Publication of RFP in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of *The State* within the State of South Carolina, the NJPA website MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
DECEMBER 2, 2015 10:00 a.m. Central Time	**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**
DECEMBER 10, 2015	**Deadline for RFP questions.**
DECEMBER 17, 2015 4:30 p.m. Central Time	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
DECEMBER 18, 2015 8:00 a.m. Central Time	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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PARTICIPATING AGREEMENT
to the
National Joint Powers Alliance® (herein NJPA)
FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES
Master Agreement No.: 121715-MAC

~~Milliken & Company~~ Milliken Services, LLC
And ac
The State of Florida

Alternate Contract Source No.: 52100000-16-ACS

These Participating Agreement (PA) General Contract Conditions are superseded by the Master Agreement Contract Conditions, except those PA General Contract Conditions that are required by Florida Statutes (F.S.) or Florida Administrative Code (F.A.C.)

GENERAL CONTRACT CONDITIONS

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Scope: This Agreement is to acquire flooring with related equipment, products, supplies, installation and services for use by State Agencies and Eligible Users. Customers may procure flooring with related equipment, products, supplies, installation and services under this Agreement pursuant to the terms and conditions of the Master Agreement as modified and supplemented herein. Contractor will provide services statewide.

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

The Department's Contract No. 52100000-16 ACS with Milliken & Company Milliken Services, LLC, hereto attached as Exhibit A (the Master Agreement), for the provision of flooring with related equipment, products, supplies, installation and services, was competitively procured and awarded by the National Joint Powers Alliance (NJPA). The DMS Division of State Purchasing has evaluated the Master Agreement, together with any amendments and exhibits thereto, and hereby acknowledges in writing that use of the Master Agreement is cost-effective and in the best interest of the State.

SECTION 1. DEFINITIONS.

The following definitions apply in addition to the definitions in Chapter 287, F.S., and Rule Chapter 60A-1, F.A.C.:

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

1.2 **State.**
The State of Florida.

1.3 **Contract.**
The combination of this Participating Agreement and Master Agreement.

1.4 **Participating Agreement.**
This document and if applicable, incorporated addendum and exhibits when fully executed by the Department and Vendor.

1.5 **Master Agreement.**
The contract No.: 121715 MAC and if applicable, incorporated addendum and exhibits executed by the National Joint Powers Alliance.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 **Contract 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. The Contract is coterminous with the Master Agreement. The Parties may renew the Participating Agreement upon renewal of the Master Agreement only as set forth in the Contract documents, and in accordance with section 287.057(13), Florida Statutes (F.S.), and Rule 60A-1.048, F.A.C.

2.2 **Suspension of Work and Termination.**

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

2.2.2 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. If the Contract is terminated before performance is completed, the Contractor shall 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 shall become the property of the Customer and shall be turned over promptly by the Contractor.

2.2.3 Termination for Cause.
If the Department determines that the performance of the Contractor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor shall not exceed the pricing set forth in the Contract documents.

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

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

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in price/fees over the course of the Contract period. To that end, the price indicated in this Contract is a maximum guarantee. Contractor's fee or price under this Contract will not exceed the Contractor's total fees or price then in effect for substantially the same commodities or contractual services to any organization with similar services to those in this Contract. During the term of the Contract, if Contractor implements or provides any other client, whether a public or private entity, such pricing more favorable than the pricing in this Contract, then Contractor agrees to offer equivalent pricing terms to the Department and if the Department accepts, then the Department and Contractor will execute an amendment of this Contract. The Contractor shall submit to the Department a completed Preferred Pricing Affidavit form annually.

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

3.3 Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoice(s) to the Customer after delivery and acceptance of commodities or contractual services is

confirmed by the Customer. Invoices shall contain detail sufficient for an audit and shall contain the Contract Number and the Contractor's Federal Employer Identification Number.

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

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

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

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

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

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

SECTION 4. CONTRACT MANAGEMENT.

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

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

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be:

Brenda Wells
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-6904
Email: Brenda.Wells@dms.myflorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be:

~~Randy Deelo~~ Don Carson ac
~~Milliken & Company~~ Milliken Services, LLC
~~9134 Pine Avenue~~ 920 Milliken Road
~~St. Louis, MO 63144~~ Spartanburg, SC 29304
Telephone: ~~(314) 952-7608~~ 407-375-9438
Email: ~~Randy.Deelo@milliken.com~~ - Don.Carson@milliken.com

In the event that the Contractor changes the Contractor's Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For

additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor shall report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 **RESPECT.**

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

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

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

4.7 **PRIDE.**

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

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

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

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

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

5.5 Contractor Certification.
If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

5.6 **Cooperation with Inspector General.**
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall 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 shall retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

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

SECTION 6. MISCELLANEOUS.

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

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

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

unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to the Contractor.

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

6.5 **Risk of Loss.**
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor shall remove the commodity from the premises within 10 days after notification of rejection and the risk of loss shall remain with the Contractor. Commodities not removed by the Contractor within 10 days shall be deemed abandoned by the Contractor and the Customer or the Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

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

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

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

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

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

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

7.1 **Workers' Compensation Insurance.**
To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall 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 shall secure and maintain Commercial General Liability Insurance including bodily injury, property damage, products, personal & advertising injury and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the 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.

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

The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

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

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

7.3 Indemnification.

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

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

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

8.1 Public Records.

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 CONTRACT MANAGER.

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

If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), 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, 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 requirements are not disclosed except as authorized by law for the duration of the contract term and following 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 in a format that is compatible with the information technology systems of the public agency.

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

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

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

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

8.3 Document Management.
The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor shall retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property.
Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract. Proceeds to the Department derived from the sale, licensing, marketing or other authorization related to any such Department-controlled intellectual property right shall be handled in the manner specified by applicable Florida statute.

SECTION 9. DATA SECURITY AND SERVICES.

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

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

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of $50,000 per violation, with a total cap of $500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the

above. This notification is required whether the event affects one agency/customer or the entire population. The notification shall be clear and conspicuous and include a description of the following:

(a) The incident in general terms.
(b) The type of information that was subject to the unauthorized access and acquisition.
(c) The type and number of entities who were, or potentially have been affected by the breach.
(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 **Remedial Measures.**
Upon becoming aware of an alleged security breach or security incident under section 12, the Contractor's Contract Manager shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a 30 minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and in all events, within one business day.

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

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

SECTION 10. GRATUITIES AND LOBBYING.

10.1 **Gratuities.**
The Contractor shall 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 officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

10.2 **Lobbying.**
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to

subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

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

11.2 Performance Deficiency.
In addition to the processes set forth in section 2.2 of the Contract, if the Department or Customer determines that the performance of the Contractor is unsatisfactory, the Department or Customer may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Department or Customer. The Contractor shall provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

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

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

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages are difficult

to ascertain. Accordingly, the liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 **Force Majeure, Notice of Delay, and No Damages for Delay.**
The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing shall 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 shall be asserted by the Contractor. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 **Performance or Compliance Audits.**
The Department may conduct or 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 subcontractor's 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 this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any

of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract shall be maintained in accordance with section 8 of the Contract. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

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

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

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

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

13.4 **Communications and Confidentiality.**
The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and shall 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 shall be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

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

State of Florida **Department of Management Services**	Milliken Services, LLC ac ~~**Milliken & Company**~~
Signature:	**Signature:**
Name: Ben Wolf	**Name:** Al Carter
Title: Chief of Staff, Department Admin	**Title:** Director, Strategic Accounts
Date: 5/13/16	**Date:** 6/2/16

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MEMBER PRICE LIST

Milliken

Confidential Information

Milliken MQ#08-02814 (Updated 02/14/2019)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Modular Carpet Products							
Arcadia		1m, 25cmx1m	$ 24.84	Monuments & Shrines		50cm	$ 33.92
Arcadia made to order		1m, 25cmx1m	$ 24.84	Moraine		50cm, 50cm x 1m	$ 24.06
Archipelago		50cm	$ 28.47	Motionscape		25cm x 1m	$ 36.73
Arctic Survey		25cm x 1m	$ 39.31	Multiform		25cm x 1m	$ 23.78
Art Media Collection		1meter	$ 40.48	Naturally Drawn		50cm	$ 23.48
Attitudes Collection		36"x36"	$ 33.56	New Vistas		1meter	$ 22.89
The BASICS		50cm	$ 29.11	New Slant		25cm x 1m	$ 34.50
Centro Collection		1meter	$ 23.83	Next Dimensions - Any Which Way, Round & Round, Up & Up		50cm	$ 45.53
CEO Tile		50cm	$ 65.47	Next Dimension - Narrow		50cm	$ 44.82
CEO Tile Trimline		50cm	$ 50.99	Nexus & Metro Tile		50cm	$ 36.73
City Proper		50cm	$ 32.98	Nordic Stories - Loop & Tip Shear	Yes	50cm	$ 27.70
Coir Collection		36"x36"	$ 31.69	Out of the Shadows		50cm	$ 27.18
Color Field		25cm x 1m	$ 23.78	Paste Up - Loop		50cm	$ 39.38
Color Field Painter		25cm x 1m	$ 28.71	Paste Up - Tip Shear		50cm	$ 46.54
Color Field Patina		25cm x 1m	$ 22.65	Plan A		50cm-1mtr	$ 32.51
Colorwash-Matter-Arbitrary		1meter	$ 38.33	Plank Tile		50cm	$ 46.11
Colorwash-Matter-Methodical		1meter	$ 38.33	Remix 2.0		1meter	$ 32.98
Colorweave Collection		36"x36"	$ 32.23	Remix 2.0 Trimline		1meter	$ 23.83
Common Thread		50cm	$ 26.17	Remix Remastered		50cm-1mtr	$ 33.74
Consequence 2.0		50cm-1mtr	$ 37.08	Remix Remastered Trimline		1meter	$ 25.23
Continental		25cm x 1m	$ 32.23	Sante & Sense Collections		1meter	$ 35.44
Dissident - Dissident & Fringe		50cm-1mtr	$ 37.55	Scattergraph		50cm	$ 23.08
Elevation		50cm-1mtr	$ 23.48	Sendal Tile		50cm	$ 44.82
Encryption - Micro, Medium		25cm x 1m	$ 23.78	Sound and Fury		50cm	$ 32.74
Fahrenheit		1meter	$ 25.00	Southern Analog	Yes	50cm	$ 33.40
Fixate Loop Pile		50cm	$ 25.19	Stimulus - Draft & Excel		1meter	$ 26.17
Fixate Velvet Pile		50cm	$ 30.82	Stoney Brook		50cm-1mtr	$ 23.36
Formwork	Yes	50cm, 25cm x 1m	$ 25.94	Straight Talk 2.0 Collection	Yes	50cm-1mtr	$ 25.94
Free Flow		50cm, 25cm x 1m	$ 19.15	Suitable 2.0		50cm	$ 29.41
Fretwork		1meter	$ 39.31	Surface Study-Surface Study	Yes	50cm	$ 27.58
Ghost Artist Collection	Yes	50 cm	$ 35.91	Surface Study-Made to Order		50cm	$ 27.58
Grand Plaza 40oz(500yd.min.order)		36"x36"	$ 43.30	Talkative Rain Collection		50cm-1mtr	$ 23.36
Grand Plaza 36oz(500yd.min.order)		36"x36"	$ 36.68	Textured Sky		50cm, 25cm x 1m	$ 34.73
In Color & In Color 2.0		50cm	$ 40.79	Theory 2.0		1meter	$ 32.70
Journal	Yes	50CM	$ 28.17	Walk the Line		50cm	$ 32.04
Kai		1meter	$ 25.42	Whale Song	Yes	50cm	$ 32.63
Landmark		50cm	$ 22.96	Windows - Windows, Windowscape		50cm	$ 35.28
Lapidus		1mx1m, 25cmx1m	$ 36.92				
Latitude		25cm x 1m	$ 28.36				
Lineation		50cm	$ 23.48	Customs Options up to $10 per yard - Standard overages apply.			
Linen 2.0		50cm	$ 27.11				
Live Circuit		25cm x 1m	$ 24.88				
Lyceum		1meter	$ 29.18				
Lyceum - Trimline		1meter	$ 21.90				
Major Frequency: One		25cm x 1m	$ 30.87				
Midnight Sparkle Collection		36"x36"	$ 36.73				
Mix It Up		50cm-1mtr	$ 23.78				
Modern Bliss		50cm	$ 58.03				
Broadloom Carpets							
Agave		13'6"BL	$ 38.93	Nexus & Metro		13'6"BL	$ 27.30
CEO		13'6"BL	$ 54.06	Plank		13'6"BL	$ 34.92
CEO Trimline		13'6"BL	$ 39.86	Royal - Actionbac		13'6"BL	$ 32.46
Classic Artem		13'6"BL	$ 51.83	Royal - (PerformaBac2**& Colorseal) (250 Sq. Yd. Minimum		13'6"BL	$ 40.02
Classic Litterae		13'6"BL	$ 55.00	Sendal		13'6"BL	$ 33.56
Effervesce		13'6"BL	$ 41.16	Serrano		13'6"BL	$ 33.56
Formwork	Yes	13'6"BL	$ 17.46				
Landscape		13'6"BL	$ 45.07				
Majesty - Sr. Living (Actionbac)		13'6"BL	$ 29.27				
Majesty - Sr. Lvg (PerformaBac2)** (250 Sq. Yd. Minimum)		13'6"BL	$ 36.72				
Next Dimension-Any Which Way, Round & Round, Up & Up		13'6"BL	$ 34.47				

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Milliken MQ#08-02814 (Updated 02/14/2019)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Adhesives, Backing Treatments, and Options			
TractionBack - Non Adhesive Backing			$ 1.29
Color Seal Application			$ 1.30
ESP Backing (Comfort Plus only and 1,000 yard minimum)			$ 1.49
Milliken Non-Reactive Standard Adhesive (4 gallon pail) - 150 sq. yd.avg. spread rate per pail		4 Gallon	$ 129.71
Milliken Non-Reactive Standard Adhesive (pallet qty.)			$ 123.33
Milliken Moisture Extreme Spray Adhesive 75 sq. yd. spread rate per 6-pack		6 packs	$ 875.99
Milliken LVT Adhesive Spread Rate 220-260 sq. ft./gallon		1 Gallon	$ 51.16
Milliken LVT Adhesive Spread Rate 220-260 sq. ft./gallon		4 Gallon	$ 132.56
Premium Underlayment for Luxury Vinyl Tile		100 Sq. Ft. (4 Rolls/Box)	$ 240.00
Broadloom Adhesive - 4 gal pail 30 sq. yd. avg. spread rate per pail		4 Gallon	$ 76.29
Broadloom Adhesive (pallet Qty.)		4 Gallon	$ 72.76
Premium Standard Tac #29 Broadloom Adhesive for pattern and non patterned broadloom		4 Gallon	$ 62.95
4" Carpet Cove Base		per ln ft.	$ 1.85
6" Carpet Cove Base		per ln ft.	$ 2.74
#175 Multi Track Roller		unit cost	$ 295.30
LVT Products			Per Sq. Ft.
Abstract - Twist		18" x 18"	$ 2.86
District - Arts Avenue, Graduate		36" x 36"	$ 2.86
District - Franklin Park		9" x 36"	$ 2.86
District - Midtown Village, Old City		18" x 18"	$ 2.86
Shift - Shift		18" x 36"	$ 2.86
Stone - Charlotte		18" x 18"	$ 2.86
Stone - Serpeggiante		12" x 24"	$ 2.86
Stone - Slate		18" x 18"	
Stone - Stone		18" x 36"	$ 2.86
Wood - Aged Oak		9" x 48"	$ 2.86
Wood - Apple Wood		5" x 48"	$ 2.86
Wood - Cherry		7" x 48"	$ 2.86
Wood - Eucalyptus Saligna		7" x 48"	$ 2.86
Max Order from Inventory - 200m², 240yd², 2160ft²			

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Entryway Products			
Quadrus - Gravity, Liftoff, Street Smart		50cm	$ 55.09
Quandrus Brush - Altitude & Orbit		50cm	$ 63.36
Sepio		50cm	$ 45.50
OBEX/ARX			Pricing below per box
OBEX - ARX Collection			
Prior 11 C tm (11mm closed)			$ 292.42
Prior 16 tm (16mm open)			$ 341.64
Prior 16 C tm (16mm closed)			$ 398.89
Tergo 11C and Forma 2.0 11 C tm (11mm closed)			$ 616.03
Tergo 16 & Forma 2.0 16 tm (16mm open)			$ 689.80
Tergo 16C & Forma 2.0 16 C tm (16 mm closed)			$ 757.04
Obex 11mm PVC Edging			$ 232.26
Obex 16mm PVC Edging			$ 263.30
Obex Universal Aluminum Edging			$ 480.38
Atrium Plus		1 roll = 2m x 25m	$ 2.373.05
Only sold in full roll quantities			
			Per Sq. Ft.
Wood - Kokutan		7" x 48"	$ 2.86
Wood - Laurel Oak		7" x 48"	$ 2.86
Wood - Oak		5" x 48"	$ 2.86
Wood - Rosecliff Cherry		7" x 48"	$ 2.86
Wood - Rosewood		7" x 48"	$ 2.86
Wood - Rustic Pine		7" x 48"	$ 2.86
Wood - Teak		7" x 48"	$ 2.86
Loose Lay Abstract - Immersive Cross Cut, Immersive Vertical		7.9" x 39.4"	$ 5.18
Loose Lay Abstract - Immersive Square, Tactual		19.7" x 19.7"	$ 5.18
Loose Lay Abstract - Sensations. Tangible		18" x 36"	$ 5.18
Loose Lay Abstract - Power Grid, Polished Concrete		36" x 36"	$ 5.18
Loose Lay Natural Collection - Fargesia Bamboo, Heritage Wood, Eero, Shenandoah, Pike, Gunnison		9" x 59.72"	$ 5.18

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Milliken MQ#08-02814 (Updated 02/14/2019)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Installation Prices ("NOT TO EXCEED" costs)							
Actual Installation costs will require site review and estimate				Install Carpet cove base			$ 4.00
Cove base: furnish and install 4" (LNF)			$ 2.75	Labor: install carpet (rennovation) Sq. Yd.			$ 9.00
Cove base: furnish and install 6" (LNF)			$ 3.00	Labor: install carpet (new construction) Sq. Yd.			$ 8.50
Transition strips: Metal(furnish&install)LNF			$ 4.00	Labor: remove existing carpet (Sq. Yd.)			$ 3.50
Transition strips: Vinyl(furnish&install)LNF			$ 4.00	Labor: move furniture (light moving) Sq. Yd.			$ 5.00
Stair nosing (furnish and install) LNF			$ 5.00	Labor: move furniture (medium moving) Sq. Yd.			$ 9.00
Stair tread (furnish and install) LNF			$ 40.00	Labor: move furniture (heavy moving) Sq. Yd.			$ 27.00
Floor Prep (Sq. Ft.)			$ 1.00	Labor nights & weekends upcharge (Sq. Yd)			$ 5.00
Furnish and Install Standard VCT (Sq. Ft.)			$ 2.75	Material disposal (Sq. Yd.)			$ 1.25
Furnish and Install SRT/VCT Slip Resistant	(Sq. Ft.)		$ 7.00	Labor: Stairs (Sq. Yd.)			$ 3.00
Install LVT (Sq. Ft.)			$ 2.75	*30 Yard Dumpster (Each)			$ 1,000.00
Underlayment Install - NTE Level (Sq. Ft.)			$ 2.25	Moisture Abatement			quote per project
Remove VCT or LVT (Sq. Ft.)			$ 1.75	Project Management Fee on Turnkey projects			up to 20% of contract value
Install standard Ceramic/Porcelain Tile or Wood (Sq. Ft.)			$ 20.00	*Dumpster - Additional charges may be required if drop location is in secure area (i.e. airport, secure government facility)			
Scarify Subfloor (Sq. Ft.)			$ 1.10				
*Note this services requires a $500 minimum trip charge							

Authorized Exceptions and Notes to Pricing Listed Above:

>Per F.A.R. Section 52.299-4 c, the vendor will charge for reimbursement of taxes imposed on the contractor

>When Installation is purchased, the contract price will be increased in States where State and, or Local taxes are applicable for installed projects

>All Installation projects are subject to an administrative processing fee

>Prevailing Wage, Union Labor, and High-Cost Areas are not included in pricing listed above. Pricing for these projects will be project and quote specific according to the specific market.

High-Cost areas include, but are not limited to the following: Boston, Chicago, Kansas City, Los Angeles, Miami, New York, Philadelphia, San Diego, San Francisco, St. Louis, Washington, D.C.

>Open Market Items: Certain projects may require products and services not listed in the contract. These items will be priced and provided at open market price.

>Project Minimums: Carpet Installation Pricing is for projects of 250sy or more. If project requires less than 250sy, minimum charges may apply.

>Project Minimums: LVT/VCT Installation Pricing is for projects 750sf or more. If project requires less than 750sf, minimum charges may apply.

>Turnkey Invoicing: Material will be invoiced as it is shipped (or phased) and labor will be invoiced upon completion of project.

>Exclusions: Asbestos Testing and Abatement, Major floor prep and Leveling, Hoisting, Handling electronic equipment including (but not limited to) computers, telephones and personal belongings.

Payment and Performance Bonds, Floor and Equipment protection and Long Term Storage of Materials.

All Prices include freight (FOB Destination, contiguous U.S.) Orders should be entered as inclusive of Freight. Terms: net 30 days

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Milliken MQ#08-02814 (Updated 02/14/2019)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Product Name	**Product Size**	**Nominal Size**	**Member Cost per Mat Standard Backing**
Matting Products			
Forever Mat	3' x 4'	33.75" x 45.8"	$ 52.06
Forever Mat	3' x 5'	33.75" x 57.6"	$ 65.07
Forever Mat	4' x 6'	44.75" x 68.5"	$ 104.10
Forever Mat	3' x 10'	33.75" x 118.0"	$ 130.14
MilliTron Dyed Mat	3' x 4'	33.75" x 45.8"	$ 64.31
MilliTron Dyed Mat	3' x 5'	33.75" x 57.6"	$ 80.41
MilliTron Dyed Mat	4' x 6'	44.75" x 68.5"	$ 128.64
MilliTron Dyed Mat	3' x 10'	33.75" x 118.0"	$ 160.81
Custome sizes available			
Logo Mat Qty (1)	3' x 4'	33.75" x 45.8"	$ 109.97
Logo Mat Qty (1)	3' x 5'	33.75" x 57.6"	$ 137.48
Logo Mat Qty (1)	4' x 6'	44.75" x 68.5"	$ 219.97
Logo Mat Qty (1)	3' x 10'	33.75" x 118.0"	$ 274.95
Custome sizes available			
Logo Mat Qty (2 - 9)	3' x 4'	33.75" x 45.8"	$ 76.59
Logo Mat Qty (2 - 9)	3' x 5'	33.75" x 57.6"	$ 95.74
Logo Mat Qty (2 - 9)	4' x 6'	44.75" x 68.5"	$ 153.20
Logo Mat Qty (2 - 9)	3' x 10'	33.75" x 118.0"	$ 191.48
Custome sizes available	Custome		
Logo Mat Qty (10 - 20)	3' x 4'	33.75" x 45.8"	$ 60.87
Logo Mat Qty (10 - 20)	3' x 5'	33.75" x 57.6"	$ 76.10
Logo Mat Qty (10 - 20)	4' x 6'	44.75" x 68.5"	$ 121.77
Logo Mat Qty (10 - 20)	3' x 10'	33.75" x 118.0"	$ 152.20
Custom sizes available	Custom		

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Product Name	**Product Size**	**Nominal Size**	**Member Cost per Mat Standard Backing**
Logo Mat Qty (20+)	3' x 4'	33.75" x 45.8"	$ 58.02
Logo Mat Qty (20+)	3' x 5'	33.75" x 57.6"	$ 72.52
Logo Mat Qty (20+)	4' x 6'	44.75" x 68.5"	$ 116.05
Logo Mat Qty (20+)	3' x 10'	33.75" x 118.0"	$ 145.07
Custome sizes available	Custome		
Terra Mat	3' x 5'	33.75" x 57.6"	$ 60.55
Terra Mat	4' x 6'	44.75" x 68.5"	$ 97.96
Terra Mat	3' x 10'	33.75" x 118.0"	$ 121.11
Rubber Scrapper Mat	3' x 5'	34' x 56"	$ 48.78
Rubber Scrapper Mat	4' x 6'	48" x 72"	$ 88.61
Rubber Scrapper Mat	3' x 10'	34" x 119"	$ 124.54
Rubber UltraSan Kitchen Mat	3' x 5'		$ 71.69
Rubber UltraFlow Kitchen Mat	3' x 5'		$ 71.69
Comfort AntiFatigue Mat	3' x 5'	85 cm x 150 cm	$ 75.09
Comfort AntiFatigue Mat	4' x 6'	115 cm x 180 cm	$ 120.12
Comfort AntiFatigue Mat	3' x 10'	85 cm x 300 cm	$ 46.36
Comfort Plus AntiFatigue Mat	3' x 5'	91.4 cm x 152.4 cm	$ 111.62
Comfort Plus AntiFatigue Mat	4' x 6'	121.9 cm x 182.9 cm	$ 178.59
Comfort Plus AntiFatigue Mat	3' x 10'	91.4 cm x 304.8 cm	$ 227.72
- To Order call: 800-342-5537 ext. 1 (Milliken Mats Customer Care)			

WEBSITES:

Product Gallery and Samples — Christina.Leithleiter@Milliken.com; 706-880-3918

Milliken Contract — https://floors.milliken.com/floors/en-us/segments/government

Contact Us: Tamlin Antoine; 202-480-6461; Tamlin.Antoine@Milliken.com

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Milliken MQ#08-02814 (Updated 02/14/2019)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included

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MilliCare Price List (Contract # 121715-MAC)

Milliken MQ#08-02814

Facility Type	Facility Size (ft2)	Range of Frequency	Western Region A	Central Region B	Northeast Southeast Canada Region C
Office					
	<2,500	2.5 - 3.0	$400.00	$400.00	$400.00
	2,501 - 5,000	2.5 - 3.0	$0.15	$0.14	$0.15
	5,001 - 10,000	2.5 - 3.0	$0.13	$0.12	$0.13
	10,001 - 100,000	2.5 - 3.0	$0.11	$0.10	$0.11
	>100,000	2.5 - 3.0	$0.09	$0.08	$0.09
Theatres and Food Services (auditoriums, cafeterias, etc.					
	<2,500	4.0 - 6.0	$400.00	$400.00	$400.00
	2,501-5,000	4.0 - 6.0	$0.16	$0.15	$0.16
	5,001-10,000	4.0 - 6.0	$0.14	$0.13	$0.14
	10,001-100,000	4.0 - 6.0	$0.12	$0.11	$0.12
	>100,000	4.0 - 6.0	$0.10	$0.09	$0.10
Restorative			$0.25	$0.25	$0.25
In-House Janitorial Training	TBD		$0.00	$0.00	$0.00
Emergency/Call-Out Charge			$250.00	$225.00	$250.00
Transport	>40 mi.		Charges are at local hourly charges per person at rates shown below.		
Hourly Charges/Person			$65.00	$65.00	$65.00
Panel and Upholstery Cleaning					
STANDARD WORK STATION					
- 6x8x66" PLUS ONE TASK CHAIR			$ 45.00	$ 45.00	$ 45.00
- NO TASK CHAIR			$ 40.00	$ 40.00	$ 40.00
	PANELS				
- PER SQ. FT (ODD OR OVERSIZED PANELS)			$ 0.18	$ 0.18	$ 0.18
- PER LINEAR FOOT (PER SIDE)					
	- 48"		$ 1.25	$ 1.25	$ 1.25
	- 66"		$ 1.50	$ 1.50	$ 1.50
	- 72"		$ 1.75	$ 1.75	$ 1.75
	- 80"		$ 2.00	$ 2.00	$ 2.00
	SEATING				
CHAIRS					
- TASK (SEAT AND BACK)			$ 10.00	$ 10.00	$ 10.00
- EXECUTIVE (HIGH BACK)			$ 14.00	$ 14.00	$ 14.00
- GUEST CHAIR (SEAT ONLY)			$ 6.00	$ 6.00	$ 6.00
- ARM CHAIR (SEAT, BACK, AND ARMS)			$ 12.00	$ 12.00	$ 12.00
- FULLY UPHOLSTERED CHAIR			$ 25.00	$ 25.00	$ 25.00
- COUCH			$ 65.00	$ 65.00	$ 65.00
- Leather Task Chair			$ 25.00	$ 25.00	$ 25.00
- LOVESEAT			$ 55.00	$ 55.00	$ 55.00

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Milliken MQ#08-02814 (Updated 02/14/2019)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Fiber Protection							
Carpet-Sqft				$ 0.10		$ 0.10	$ 0.10
STANDARD WORK STATION							
- 6x8x66" PLUS ONE TASK CHAIR				$ 22.50		$ 22.50	$ 22.50
- NO TASK CHAIR				$ 20.00		$ 20.00	$ 20.00
PANELS							
- PER SQ. FT (OR ODD OR OVERSIZED PANELS)				$ 0.09		$ 0.09	$ 0.09
- PER LINEAR FOOT (PER SIDE)							
- 48"				$ 0.63		$ 0.63	$ 0.63
- 66"				$ 0.75		$ 0.75	$ 0.75
- 72"				$ 0.88		$ 0.88	$ 0.88
- 80"				$ 1.00		$ 1.00	$ 1.00
SEATING							
CHAIRS							
- TASK (SEAT AND BACK)				$ 5.00		$ 5.00	$ 5.00
- EXECUTIVE (HIGH BACK)				$ 7.00		$ 7.00	$ 7.00
- GUEST CHAIR (SEAT ONLY)				$ 3.00		$ 3.00	$ 3.00
- ARM CHAIR (SEAT, BACK, AND ARMS)				$ 6.00		$ 6.00	$ 6.00
- FULLY UPHOLSTERED CHAIR				$ 12.50		$ 12.50	$ 12.50
- COUCH				$ 32.50		$ 32.50	$ 32.50
- LOVESEAT				$ 12.50		$ 12.50	$ 12.50

NOTES: Pricers per ft2 and frequencies help estimate a budget for an effective long-term maintenance program. Program costs are then compared to client budgets to finalize a program that will meet customer requirements. If new carpet area to be cleaned in a facility is less than 2,500 ft2 then the minimum visit charge applies.

WEBSITES:

Product Gallery and Samples — Christina.Leithleiter@Milliken.com; 706-880-3918

Milliken Contract — https://floors.milliken.com/floors/en-us/segments/government

Contact Us: Tamlin Antoine; 202-480-6461; Tamlin.Antoine@Milliken.com

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Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included

Resilient Floorings				
Service	***Size (sq ft)***	***Western Region A ($/sq ft)***	***Central Region B ($/sq ft)***	***Northeast-Southeast Canada Region C ($/sq ft)***
Performance Coating				
Minimum Trip Charge		$625.00	$625.00	$625.00
Standard				
New Construction		$2.50	$2.50	$2.50
Existing/Rennovation		$4.00	$4.00	$4.00
Colored Coating		$5.00	$5.00	$5.00
Mark No More				
New Construction		$4.00	$4.00	$4.00
Existing/Rennovation		$5.00	$5.00	$5.00
Colored Coating		$6.00	$6.00	$6.00
Additional Options				
Primer		$1.00	$1.00	$1.00
Slip Additive		$1.00	$1.00	$1.00
Plus Additive		$1.00	$1.00	$1.00
Logos/sign		Priced per project	Priced per project	Priced per project
Tile & Grout				
Minimum Trip Charge		$500.00	$500.00	$500.00
Preparation & Grout Renew		$5.00	$5.00	$5.00
Preparation/Grout Renew/Performance Coating		$8.00	$8.00	$8.00
Grout Repair		$75.00 per man per hour rat	00 per man per hour	$75.00 per man per hour rate
Specialty Flooring; Stone & Wood				
Minimum Trip Charge		$500.00	$500.00	$500.00
Honing/Polishing		.50 per process	.50 per process	.50 per process
Other Services				
Scarify Subfloor		$ 1.10	$ 1.10	$ 1.10
Ceramic or Tile Scrub & Buff (Sq. Ft).		$ 0.25	$ 0.25	$ 0.25
VCT strip & wax (Sq. Ft.)		$ 1.00	$ 1.00	$ 1.00
Note: These services require a minimum trip charge of $500				

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Esser Hayes Insurance
1811 High Grove, Suite 139
Naperville IL 60540-9100

CONTACT NAME:
PHONE (A/C, No, Ext): 630-355-2077
FAX (A/C, No): 630-355-7996
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Colony Insurance Company	39993
INSURER C : The Cincinnati Indemnity Company	23280
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MRDAV-1
Mr. David's Flooring SE LLC
Mr. David's Flooring International, LLC
5343 Bowden Rd
Jacksonville FL 32216

COVERAGES **CERTIFICATE NUMBER:** 550850029 **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	Y	Y	EPP0042115	10/1/2018	10/1/2019	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIAB						MED EXP (Any one person)	$ 10,000
	X XCU INCLUDED						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	EBA0042115	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED PS/DAM						$1000 DED	$ COMP/COLL
A	X UMBRELLA LIAB X OCCUR			EPP0042115	10/1/2018	10/1/2019	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ N/A							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A	Y	EWC 0411206	10/1/2018	10/1/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	CRIME/INSTALL FLTR			EPP0458502	10/1/2018	10/1/2019	500,000/	25,000 $1000 DED
B	CONTR POLLUTION LIAB			CSP306089	10/1/2018	10/1/2019	2,000,000/	2,000,000 AGG

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 NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION IN FAVOR OF CITY OF JACKSONVILLE, ITS MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS APPLIES TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION. IN THE EVENT OF CANCELLATION, 30 DAYS NOTICE WILL BE GIVEN TO THE CITY OF JACKSONVILLE. ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER

CITY OF JACKSONVILLE/ATTN: CHIEF OF RISK MANAGEMENT
117 W DUVAL STREET, SUITE 335
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):

CITY OF JACKSONVILLE
ATTN: CHIEF OF RISK MANAGEMENT
117 W DUVAL STREET, SUITE 335
JACKSONVILLE, FL 32202

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10/1/2018	Policy Number: EBA 004 21 15
Named Insured: MR. DAVID'S FLOORING SE LLC	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10/01/2018	Policy Number: EBA 0042115
Named Insured: MR. DAVID'S FLOORING SE LLC	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **Blanket Waiver of Subrogation**

   SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10/1/2018	Policy Number: EBA 0042115
Named Insured: MR. DAVID'S FLOORING SE LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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

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

Endorsement Effective 10-1-2018 Policy No. EWC 041 12 06-01 Endorsement No.

Insured MR DAVIDS CARPET SERVICES LTD AND SUBSIDIARIES

Insurance Company THE CINCINNATI INDEMNITY COMPANY

Countersigned by _____

WC 00 03 13

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage: **Begins on Page:**

1. **Employee Benefit Liability Coverage** 3
2. **Unintentional Failure To Disclose Hazards** 9
3. **Damage To Premises Rented To You** 9
4. **Supplementary Payments** 10
5. **Medical Payments** 10
6. **180 Day Coverage For Newly Formed Or Acquired Organizations** 10
7. **Waiver Of Subrogation** 11
8. **Automatic Additional Insured - Specified Relationships:** 11
   - **Managers Or Lessors Of Premises;**
   - **Lessor Of Leased Equipment;**
   - **Vendors;**
   - **State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and**
   - **Mortgagee, Assignee Or Receiver**
9. **Property Damage To Borrowed Equipment** 14
10. **Employees As Insureds - Specified Health Care Services And Good Samaritan Services** 15
11. **Broadened Notice Of Occurrence** 15
12. **Nonowned Aircraft** 15
13. **Bodily Injury Redefined** 15
14. **Expected Or Intended Injury Redefined** 15
15. **Former Employees As Insureds** 15

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $2,500F

b. Loss Of Earnings: $ 500

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Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but on-

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ly 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, subject to the following additional exclusions:

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

1) "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;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when 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;

5) 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;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) 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; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement; or

b) 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.

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(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) **State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) **Mortgagee, Assignee Or Receiver**

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

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

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(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement; or

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

whichever is less.

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

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. **Property Damage To Borrowed Equipment**

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **Deductible Clause**

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Of-**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **SECTION II - WHO IS AN INSURED, 2.** is amended to include:

   e. Any person or organization, hereinafter referred to as ADDITIONAL INSURED:

   (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and

   (2) For whom you are required to add as an additional insured on this Coverage Part

   under:

   (1) A written contract or agreement; or

   (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued;

   but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. However, the City of Chicago, its officers, employees and agents are not insureds with respect to liability caused by or arising from:

   (1) The building or disassembly of scaffolding by or for you; or

   (2) The use of such scaffolding.

   A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

2. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

   1. Automatic Additional Insured Provision

   The written or oral contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement also must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

   2. Conformance to Specific Written Contract or Agreement

   If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

   a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

   b. Include coverage for completed operations; or

   c. Include coverage for "your work";

   and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **3.**, **4.a.(2)** and / or **4.b.**, or any combination thereof, of this endorsement shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **3.** and **4.a.(2)** of this endorsement shall not apply and Paragraph **4.b.** of this endorsement shall apply.

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3. **SECTION III - LIMITS OF INSURANCE** is amended to include:

   The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

4. The following are added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:**

   The insurance provided to the additional insured does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the:

   (1) Rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

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

   (b) Supervisory, inspection, architectural or engineering activities;

   (2) Sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

   b. "Bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard".

   c. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

5. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is amended to include:

   a. Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

   b. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

   (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

   (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

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EXHIBIT A
INDEMNIFICATION

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

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

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

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

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

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

EXHIBIT B
INSURANCE REQUIREMENTS

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

Insurance Coverages

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

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

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

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

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

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

Additional Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

QWS3270X 2/21/2019 7:42 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 02/21/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 7:41 AM

FISCAL MO/YEAR : 05 2019 CURRENCY CODE :
INDEX CODE : AFRM581DC INSURANCE DEDUCTIBLE-CONTINGENCY
SUBOBJECT : 04503 LOSS DEDUCTIBLE
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	FEB 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	500,000.00	500,000.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	500,000.00	500,000.00

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

G014 - RECORD FOUND