



**Solicitation Number: 061323**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Milliken Services, LLC, 920 Milliken Road, M-620, Spartanburg, SC 29303 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Flooring Materials with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

### **1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires August 9, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and may encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter and invoiced by Supplier, less returns, taxes, and shipping. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Milliken Services, LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 8/4/2023 | 2:20 PM CDT

DocuSigned by:  
*Tamlin Antoine*  
By: 88A701A66E0B453...  
Tamlin Antoine  
Title: Director of Government Sales & Institutional Contracts  
Date: 8/10/2023 | 7:07 PM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 48BAF71B0894454...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 8/11/2023 | 8:03 AM CDT

# RFP 061323 - Flooring Materials, with Related Supplies and Services

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## Vendor Details

Company Name: Milliken Services, LLC  
Address: 920 Milliken Road, M-620  
Spartanburg, SC 29303  
Contact: Megan Rader  
Email: megan.rader@milliken.com  
Phone: 706-415-1324  
HST#: 27-4264711

## Submission Details

Created On: Wednesday April 26, 2023 14:55:59  
Submitted On: Tuesday June 13, 2023 09:28:54  
Submitted By: Megan Rader  
Email: megan.rader@milliken.com  
Transaction #: 79516623-aece-447b-895c-7c4742739623  
Submitter's IP Address: 47.39.240.215

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):<br>(In the event of award, will execute the resulting contract as "Supplier")   | Milliken Services, LLC  |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Milliken Services, LLC does not have any subsidiary entities whose products or services are included in the proposal.   |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Milliken Services, LLC does not have any assumed names or DBA names.  |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | Cage Code: 9DB85, SAM: J4C4H5G6ZZV4   |
| 5         | Proposer Physical Address:   | 920 Milliken Road, M-620, Spartanburg, SC 29303   |
| 6         | Proposer website address (or addresses):   | www.milliken.com & www.millikenfloors.com   |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Tamlin Antoine, Director of Government Sales & Institutional Contracts, 920 Milliken Road, M-620, Spartanburg, SC 29303. Tamlin.Antoine@Milliken.com, 202-480-6461  |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tamlin Antoine, Director of Government Sales & Institutional Contracts, 920 Milliken Road, M-620, Spartanburg, SC 29303, 202-480-6461   |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Jason Richardson, Director of Operations – Milliken Services, LLC, Jason.Richardson@Milliken.com, 706-302-8333. Meredith Conner, Strategic Marketing Specialist, Meredith.Conner@Milliken.com, 864-504-1910. Megan Rader, Contract Analyst, Megan.Rader@Milliken.com, 706-415-1324. |

**Table 2A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question   | Response  |
|-----------|--|---|
| 10        | Provide a detailed description of the products, and services that you are offering in your proposal. | <p>In this proposal, Milliken is offering Cushion Backed Carpet Tile, Resilient Flooring, Entrance Flooring, and Broadloom Carpet product lines that are precisely crafted to enhance interiors with cutting-edge technology, superior performance, and eye-catching aesthetics. In addition to Milliken's innovative flooring solutions, Milliken is also providing a comprehensive offering of Turnkey/Installation Services, with details of these products and services outlined below.</p> <p>Milliken's carpet tile is offered in both plank and square tile sizes and comes standard with WellBAC® cushion backing. Milliken offers a variety of colors, sizes, and patterns in all offered products. Additionally, multiple platforms are available in Milliken's resilient offering, including both flexible and rigid luxury vinyl tile (LVT), along with a PVC-free resilient option. Milliken's entrance flooring is designed to prevent moisture, dirt, and other contaminants from entering your building. The use of nylon to act as a high-moisture-absorbing fiber and monofilament as an aggressive scraper creates a dual-action approach. Combining these two fibers with open-cut pile construction allows for the collection of all particulates. Milliken's OBEX™ entrance flooring tiles come standard with WellBAC® cushion backing and is available in a variety of patterns and colors to create a site-specific entry that works well with your overall design.</p> |

The benefits of Milliken's Carpet Tile, Resilient Flooring, and OBEX™ Entrance Flooring are as follows:

- **Durability:** Milliken's carpet and resilient products are made for high-traffic areas and won't lose their beauty like substandard floors do. Milliken's WellBAC® open-cell cushion backing absorbs impact, extending life up to 50% longer than hardback carpet. That's why our carpet leads the industry with a Lifetime Warranty. Our LVT outperforms other coatings in scuff, stain, and scratch resistance. Thanks to a 22mil wear layer it offers a best-in-class 22-year wear warranty.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-9). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- **Moisture Mitigation:** Milliken developed flooring systems to avoid costly moisture mitigation. For example, our carpet's WellBAC® open cell cushion backing allows the floor to breathe and moisture to evaporate, where hardback products can cause the vapor to get trapped, turning into liquid water. Milliken offers one-step no-test warranty options, and you can save significantly on prep, materials, and installation.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-12, MP-13, MP-14, MP-27, MP-28, MP-29, Look Book page 4). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/moisture-management>.

- **Acoustics:** Noise causes stress and hinders concentration. That's why Milliken makes the quietest floors in the industry. The acoustic technology of our carpet tile reduces in-room and through-floor noise by up to 50% compared to other flooring.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-10, Look Book page 6). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/acoustics>.

- **Health and Wellness:** Designing interiors that protect and enhance wellness is more important than ever. At Milliken, we select carpet materials that are Red List Free and PVC Free. We construct our carpet tiles with open-cell, cushion backing to mitigate moisture, reduce noise and improve comfort. And our OBEX™ entrance flooring keeps out moisture and contaminants, which can improve indoor air quality and cleanliness.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- **Ergonomics:** Our carpet and resilient flooring are more comfortable underfoot, which affects everyone in the workplace. In fact, our carpet's WellBAC® cushion backing can reduce muscle strain by as much as 24% compared to hardback carpet, which is especially important in sit-to-stand workplaces.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-11, Look Book page 5 and 7). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/sit-to-stand>.

- **Installation Cost Savings by Reduction in Floor Prep & Floor Compatibility:** The cost of floor prep can make an unexpected impact on your project. But thanks to Milliken's engineered cushion carpet backing, you'll have minimal prep to do, saving time and money. Our tiles can be installed over old adhesives. It's seldom necessary to scarify or seal the floor. And you won't have to worry about telegraphing on poor subfloors.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2 and PR-4), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-15). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- **Carbon Neutral:** Milliken carpet, resilient, and entrance tiles are carbon neutral

everywhere in the world. As part of our M/PACT program, great care is taken when selecting materials, manufacturing products, and delivering them to our customers. We believe it takes humans to protect humanity, so let's work together in the fight against climate change.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/carbon-neutral-products>.

Milliken's turnkey solutions/installation services are as follows:

- Coordination of project quantity estimates, site visits, proposals, order processing and 96% on time delivery
- Responsible for scheduling all elements of every project — we will ensure timely delivery and installation
- Visualization — not only can we provide quantities for your projects, but we can supply color coded drawings of your space to show product layout
- A keen focus on proactive communication — all project participants will be actively in the loop
- You'll have the peace of mind that comes with knowing every technical and installation procedure will be followed precisely as specified
- Operating under Milliken supervision: a national network of trained professional installation specialists — familiar with Milliken products, skilled in Milliken procedures as well as installation of ancillary products
- We manage all jobsite scopes of work, including: removal and disposal of existing flooring, floor preparation, installation of new flooring, occupied renovations
- Experience in all segments (i.e., retail, corporate, healthcare, education, government, non-profits, etc.) Milliken is also responsible for all troubleshooting and issue resolution — we strongly believe these are areas that really separate one company from another.
- Furnish and install the following product types, including but not limited to: carpet tile, broadloom carpet, resilient, rugs, floor mats, laminate, hardwood, rubber, vinyl, epoxy, flooring hybrids, wood, porcelain tile, ceramic flooring.

With Milliken's Turnkey Services, project management is streamlined. We are the single point of contact. Let our team deal with the coordination of all stakeholders for each of your projects. Plus, there will only be one purchase order, for materials and labor combined. We will take full responsibility for your project. Based on your specific needs, processes are standardized and repeatable — all managed by a single Milliken team. Plus, you'll have cost and budget control due to consistent pricing.

Installing carpet tile and other types of flooring does require some skill, along with knowledge about the products being installed. That's why we've assembled a team of experienced installation companies with wide-ranging skills.

For more information, please view the attachments uploaded in the Pricing section (RFP document PR-3) and the Marketing Plan/Samples section (RFP document MP-7, Look Book page 68, Turnkey Brochure).

|    |  |  |   |
|----|--|--|---|
| 11 | What levels of service (material only, turnkey, other) are being proposed?   | Material, turnkey, and full flooring solutions are proposed by Milliken. | * |
| 12 | Does the response include installation services?   | Yes, Milliken does include installation services.                        | * |
| 13 | If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services. |  |   |

|    |  |   |   |
|----|--|---|---|
| 14 | How does the Participating Entity select an installer?   | Installation partners can be selected in a few different ways. In most cases, Milliken Services will recommend an installation partner to the Participating Entity that has been identified and approved to provide installation services for projects. Milliken Services currently utilizes a national network of installation partners that are qualified to provide these services. Our installation database consists of many types of installation partners with different skill sets. The selection process is primarily driven by the type of project that is being performed. Milliken Services has experience in all segments, including corporate, retail, education, non-profit, healthcare, institutional and government (local, state & federal). In some cases, the Participating Entity may already have a relationship with an installation partner that is familiar with their facilities and stakeholders. In this case, if the installation partner has a proven track record of providing quality installation services and is qualified and trained (if needed), can meet local and state requirements, can provide required certificate of insurance and a W9, then the installation partner will be considered for acceptance as an approved installation partner for Milliken Services. |   |
| 15 | How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?                 | Installation partners are required to have certification or proven history of installation for Milliken Services and providing ancillary products. They must be in current good credit standing and have a current certificate of insurance on file. They are required to follow all OSHA and safety requirements for jobsite safety and hazardous materials. Installation partners must also hold all required federal/state/local licensing requirements as well as sign a Master Service Agreement (MSA) provided by Milliken Services prior to engaging in any service or installation project. Installation partners are to hold and maintain all above requirements. Milliken Sourcing supports the management of this process.   | * |
| 16 | Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response. | No, Milliken does not have a standard installation agreement it will require Participating Entities to use.   | * |

**Table 2B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type   | Offered *  | Comments |
|-----------|--|--|----------|
| 17        | Resilient  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 18        | Ceramic  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 19        | Porcelain Tile   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 20        | Wood   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 21        | Hardwood   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 22        | Laminate   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 23        | Rubber   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 24        | Vinyl  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 25        | Broadloom  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 26        | Carpet Tile  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 27        | Epoxy  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 28        | Flooring hybrids   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 29        | Floor mats   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 30        | Rugs   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 31        | Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)                                     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 32        | Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30) | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |

**Table 3: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments  |
|-----------|---|---|
| 33        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | While we are offering "Not to Exceed Pricing", equal to our other national cooperative contracts and state contracts, we are similar to Option C. We will routinely discount published pricing for Sourcewell members based on volume, budgets, customer need, past customer business, etc. |

Our pricing is fair and reasonable, as it is compliant to our other state/local and national cooperative contracts, which mandate equal or better published pricing but also allows for reduced/discounted pricing on a per project or customer basis. We will accept pricing discount requests per the items listed above (volume, budgets, customer need, past customer business, etc.)

Our pricing also includes value added benefits of our products and services through our WellBAC® cushion backing and turnkey program as listed below.

All Milliken carpet tiles come standard with WellBAC® cushion backing, which plays into our pricing. There are many reasons why, but first, and foremost, it is because we believe in delivering quality products, superior performance, and cost savings. While the initial selling price may appear higher, Milliken's carpet tile is more cost effective when looking at the overall investment due to ease of installation, reduced floor preparation, floor compatibility, and durability/life of the product. In addition to Milliken's WellBAC® cushion backing extending the life cycle of the carpet tile, outlined below are several inherent benefits that Milliken's flooring provides that contributes to cost savings.

As stated previously, the benefits of Milliken's Carpet Tile, Resilient Flooring, and OBEX™ Entrance Flooring are as follows:

- Durability: Milliken's carpet and resilient products are made for high-traffic areas and won't lose their beauty like substandard floors do. Milliken's WellBAC® open-cell cushion backing absorbs impact, extending life up to 50% longer than hardback carpet. That's why our carpet leads the industry with a

Lifetime Warranty. Our LVT outperforms other coatings in scuff, stain, and scratch resistance. Thanks to a 22mil wear layer it offers a best-in-class 22-year wear warranty.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-9). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- Moisture Mitigation: Milliken developed flooring systems to avoid costly moisture mitigation. For example, our carpet's WellBAC® open cell cushion backing allows the floor to breathe and moisture to evaporate, where hardback products can cause the vapor to get trapped, turning into liquid water. Milliken offers one-step no-test warranty options, and you can save significantly on prep, materials, and installation.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-12, MP-13, MP-14, MP-27, MP-28, MP-29, Look Book page 4). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/moisture-management>.

- Acoustics: Noise causes stress and hinders concentration. That's why Milliken makes the quietest floors in the industry. The acoustic technology of our carpet tile reduces in-room and through-floor noise by up to 50% compared to other flooring.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-10, Look Book page 6). Also please visit:

<https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and  
<https://www.milliken.com/en-us/businesses/floor-covering/technical/acoustics>.

- Health and Wellness: Designing interiors that protect and enhance wellness is more important than ever. At Milliken, we select carpet materials that are Red List Free and PVC Free. We construct our carpet tiles with open-cell, cushion backing to mitigate moisture, reduce noise and improve comfort. And our OBEX™ entrance flooring keeps out moisture and contaminants, which can improve indoor air quality and cleanliness.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- Ergonomics: Our carpet and resilient flooring are more comfortable underfoot, which affects everyone in the workplace. In fact, our carpet's WellBAC® cushion backing can reduce muscle strain by as much as 24% compared to hardback carpet, which is especially important in sit-to-stand workplaces.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-11, Look Book page 5 and 7). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/sit-to-stand>.

- Installation Cost Savings by Reduction in Floor Prep & Floor Compatibility: The cost of floor prep can make an unexpected impact on your project. But thanks to Milliken's engineered cushion carpet backing, you'll have

minimal prep to do, saving time and money. Our tiles can be installed over old adhesives. It's seldom necessary to scarify or seal the floor. And you won't have to worry about telegraphing on poor subfloors.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2 and PR-4), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-15). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- Carbon Neutral: Milliken carpet, resilient, and entrance tiles are carbon neutral everywhere in the world. As part of our M/PACT program, great care is taken when selecting materials, manufacturing products, and delivering them to our customers. We believe it takes humans to protect humanity, so let's work together in the fight against climate change.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/carbon-neutral-products>.

As stated previously, Milliken's turnkey solutions/installation services are as follows:

- Coordination of project quantity estimates, site visits, proposals, order processing and 96% on time delivery
- Responsible for scheduling all elements of every project — we will ensure timely delivery and installation
- Visualization — not only can we provide quantities for your projects, but we can supply color coded drawings of your space to show product layout
- A keen focus on proactive communication — all project participants will be actively in the loop

- You'll have the peace of mind that comes with knowing every technical and installation procedure will be followed precisely as specified

- Operating under Milliken supervision: a national network of trained professional installation specialists — familiar with Milliken products, skilled in Milliken procedures as well as installation of ancillary products

- We manage all jobsite scopes of work, including: removal and disposal of existing flooring, floor preparation, installation of new flooring, occupied renovations

- Experience in all segments (i.e., retail, corporate, healthcare, education, government, non-profits, etc.) Milliken is also responsible for all troubleshooting and issue resolution — we strongly believe these are areas that really separate one company from another.

- Furnish and install the following product types, including but not limited to: carpet tile, broadloom carpet, resilient, rugs, floor mats, laminate, hardwood, rubber, vinyl, epoxy, flooring hybrids, wood, porcelain tile, ceramic flooring.

With Milliken's Turnkey Services, project management is streamlined. We are the single point of contact. Let our team deal with the coordination of all stakeholders for each of your projects. Plus, there will only be one purchase order, for materials and labor combined. We will take full responsibility for your project. Based on your specific needs, processes are standardized and repeatable — all managed by a single Milliken team. Plus, you'll have cost and budget control due to consistent pricing.

Installing carpet tile and other types of flooring does require some skill, along with knowledge about the products being installed. That's why

|  |   |
|--|---|
|  | <p>we've assembled a team of experienced installation companies with wide-ranging skills.</p> <p>For more information, please view the attachments uploaded in the Pricing section (RFP document PR-3) and the Marketing Plan/Samples section (RFP document MP-7, Look Book page 68, Turnkey Brochure).</p> |
|--|---|

**Table 4: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 34        | <p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p> | <p>We are offering "Not to Exceed Pricing", equal to our other national cooperative contracts and state contracts. We will routinely discount published pricing for Sourcewell members based on volume, budgets, customer need, past customer business, etc. Our offered pricing is discounted from our list pricing with discounts ranging from 0% to 77% by product collection or offered service.</p> <p>Our pricing is fair and reasonable, as it is compliant to our other state/local and national cooperative contracts, which mandate equal or better published pricing, but also allows for reduced/discounted pricing on a per project or customer basis. We will accept pricing discount requests per the items listed above (volume, budgets, customer need, past customer business, etc.)</p> <p>Our pricing also includes value added benefits of our products and services through our WellBAC® cushion backing and turnkey program.</p> <p>All Milliken carpet tile comes standard with WellBAC® cushion backing, which plays into our pricing as well. There are many reasons why, but first, and foremost, it is because we believe in delivering quality products, superior performance, and cost savings. While the initial selling price may appear higher, Milliken's carpet tile is more cost effective when looking at it holistically. In addition to Milliken's WellBAC® cushion backing extending the life cycle of the carpet tile, outlined below are several inherent benefits that cushion backing provides that contributes to cost savings.</p> <p>As stated previously, the benefits of Milliken's Carpet Tile, Resilient Flooring, and OBEX™ Entrance Flooring are as follows:</p> <ul style="list-style-type: none"> <li>• Durability: Milliken's carpet and resilient products are made for high-traffic areas and won't lose their beauty like substandard floors do. Milliken's WellBAC® open-cell cushion backing absorbs impact, extending life up to 50% longer than hardback carpet. That's why our carpet leads the industry with a Lifetime Warranty. Our LVT outperforms other coatings in scuff, stain, and scratch resistance. Thanks to a 22mil wear layer it offers a best-in-class 22-year wear warranty.</li> </ul> |

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-9). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- **Moisture Mitigation:** Milliken developed flooring systems to avoid costly moisture mitigation. For example, our carpet's WellBAC® open cell cushion backing allows the floor to breathe and moisture to evaporate, where hardback products can cause the vapor to get trapped, turning into liquid water. Milliken offers one-step no-test warranty options, and you can save significantly on prep, materials, and installation.

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- **Acoustics:** Noise causes stress and hinders concentration. That's why Milliken makes the quietest floors in the industry. The acoustic technology of our carpet tile reduces in-room and through-floor noise by up to 50% compared to other flooring.

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- **Installation Cost Savings by Reduction in Floor Prep & Floor Compatibility:** The cost of floor prep can make an unexpected impact on your project. But thanks to Milliken's engineered cushion carpet backing, you'll have minimal prep to do, saving time and money. Our tiles can be installed over old adhesives. It's seldom necessary to scarify or seal the floor. And you won't have to worry about telegraphing on poor subfloors.

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- Carbon Neutral: Milliken carpet, resilient, and entrance tiles are carbon neutral everywhere in the world. As part of our M/PACT program, great care is taken when selecting materials, manufacturing products, and delivering them to our customers. We believe it takes humans to protect humanity, so let's work together in the fight against climate change.

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Installing carpet tile and other types of flooring does require some skill, along with knowledge about the products being installed. That's why we've assembled a team of experienced installation companies with wide-ranging skills.

For more information, please view the attachments uploaded in the

Pricing section (RFP document PR-3) and the Marketing Plan/Samples section (RFP document MP-7, Look Book page 68, Turnkey Brochure).

Copy of List Pricing, Sourcewell offered price, and offered discount from list is attached in the document upload section as an attachment and listed below.

Sourcewell Price List:

Arctic Survey (25cm x 1m)

List Price: \$173.36; Offer Price: \$45.23; Discount 74%

Centro Collection (1m x 1m)

List Price: \$84.46; Offer Price: \$28.75; Discount 66%

Change Agent – Brushed Metal, Magnetic Field (25cm x 1m)

List Price: \$65.62; Offer Price: \$29.49; Discount 55%

City Proper (50cm x 50cm)

List Price: \$147.94; Offer Price: \$39.20; Discount 73%

Coastline (50cm x 50cm)

List Price: \$40.99; Offer Price: \$29.60; Discount 28%

Coir Collection (36" x 36")

List Price: \$87.41; Offer Price: \$39.42; Discount 55%

Color Field (25cm x 1m)

List Price: \$59.40; Offer Price: \$29.49; Discount 50%

Color Field Painter (25cm x 1m)

List Price: \$76.60; Offer Price: \$34.96; Discount 54%

Color Field Patina (25cm x 1m)

List Price: \$95.15; Offer Price: \$28.12; Discount 70%

Color Thesis – Details (25cm x 1m)

List Price: \$65.67; Offer Price: \$29.49; Discount 55%

Color Thesis – Artwork (25cm x 1m; 1m x 1m)

List Price: \$96.19; Offer Price: \$44.54; Discount 54%

Colorweave Collection (36" x 36")

List Price: \$91.60; Offer Price: \$39.42; Discount 57%

Comfortable Concrete Global Portfolio – Laid Bare,  
Urban Drama (50cm x 50cm)

List Price: \$84.20; Offer Price: \$42.46; Discount 50%

Comfortable Concrete D/LUX – Urban Sketch, Urban  
Portrait, Urban Vista (50cm x 50cm)

List Price: \$91.54; Offer Price: \$33.87; Discount 63%

Consequence 2.0 (50cm x 50cm, 1m x 1m)

List Price: \$113.08; Offer Price: \$45.23; Discount 60%

Counter Culture (50cm x 50cm)

List Price: \$76.57; Offer Price: \$28.63; Discount 63%

Dissident & Fringe (50cm x 50cm; 1m x 1m)

List Price: \$111.26; Offer Price: \$45.64; Discount 59%

Edge Lit (25cm x 1m)

List Price: \$68.78; Offer Price: \$29.49; Discount 57%

Elevation (50cm x 50cm; 1m x 1m)

List Price: \$62.63; Offer Price: \$27.79; Discount 56%

Encryption – Micro, Medium (25cm x 1m)

List Price: \$62.27; Offer Price: \$29.49; Discount 53%

Formwork (50cm x 50cm; 25cm x 1m)

List Price: \$101.69; Offer Price: \$31.48; Discount 69%

Free Flow (50cm x 50cm; 25cm x 1m)

List Price: \$95.20; Offer Price: \$24.16; Discount 75%

Ghost Artist Collection (50cm x 50cm)

List Price: \$94.60; Offer Price: \$41.89; Discount 56%

Grain & Bias (50cm x 50cm)

List Price: \$98.73; Offer Price: \$35.41; Discount 64%

Grand Plaza 40oz (500yd.min.order) (36"x36")

List Price: \$114.00; Offer Price: \$57.00; Discount 50%

Grand Plaza 36oz (500yd.min.order) (36"x36")

List Price: \$107.59; Offer Price: \$53.80; Discount 50%

Heavy Meta (25cm x 1m)

List Price: \$76.99; Offer Price: \$40.58; Discount 47%

Journal (50cm x 50cm)

List Price: \$121.22; Offer Price: \$30.72; Discount 75%

Landmark (50cm x 50cm)

List Price: \$62.63; Offer Price: \$27.79; Discount 56%

Lapidus (1m x 1m; 25cm x 1m)

List Price: \$100.79; Offer Price: \$43.53; Discount 57%

Latitude (25cm x 1m)

List Price: \$82.98; Offer Price: \$35.04; Discount 58%

Laylines (50cm x 50cm)

List Price: \$95.16; Offer Price: \$29.78; Discount 69%

Lineation (50cm x 50cm)

List Price: \$61.17; Offer Price: \$28.47; Discount 53%

Linen 2.0 (50cm x 50cm)

List Price: \$95.57; Offer Price: \$32.36; Discount 66%

Live Circuit (25cm x 1m)

List Price: \$81.90; Offer Price: \$29.49; Discount 64%

Loudspeaker (25cm x 1m)

List Price: \$72.83; Offer Price: \$29.60; Discount 59%

Low Country (25cm x 1m)

List Price: \$95.15; Offer Price: \$25.51; Discount 73%

Lowdown (25cm x 1m)

List Price: \$99.98; Offer Price: \$28.00; Discount 72%

Lyceum (1m x 1m)

List Price: \$75.74; Offer Price: \$34.82; Discount 54%

Lyceum Trimline (1m x 1m)

List Price: \$50.72; Offer Price: \$27.24; Discount 46%

Major Frequency: One (25cm x 1m)

List Price: \$72.83; Offer Price: \$33.73; Discount 54%

Major Frequency: Two (25cm x 1m; 50cm x 1m)

List Price: \$112.15; Offer Price: \$30.99; Discount 72%

Major Frequency: Three (25cm x 1m)

List Price: \$71.36; Offer Price: 32.68; Discount 54%

Midnight Sparkle Collection (36" x 36")

List Price: \$90.71; Offer Price: \$45.23; Discount 50%

Moraine (50cm x 50cm; 50cm x 1m)

List Price: \$89.35; Offer Price: \$29.49; Discount 67%

Motionscape (25cm x 1m)

List Price: \$119.62; Offer Price: \$34.22; Discount 71%

Multiform (25cm x 1m)

List Price: \$62.27; Offer Price: \$29.49; Discount 53%

Naturally Drawn (50cm x 50cm)

List Price: \$62.27; Offer Price: \$29.49; Discount 53%

New Vistas (1m x 1m)

List Price: \$96.30; Offer Price: \$28.75; Discount 70%

Nordic Stories – Loop & Tip Shear (50cm x 50cm)

List Price: \$110.06; Offer Price: \$33.18; Discount 70%

O Collection, The - Connect & Collaborate

Field, Orb, Omni (50cm x 50cm)

List Price: \$76.79; Offer Price: \$35.38; Discount 54%

O Collection, The - Unite

Field, Orb, Omni (50cm x 50cm)

List Price: \$105.40; Offer Price: \$52.70; Discount 50%

Out of the Shadows (50cm x 50cm)

List Price: \$96.61; Offer Price: \$32.31; Discount 67%

Remix Remastered (50cm x 50cm; 1m x 1m)

List Price: \$99.18; Offer Price: \$39.42; Discount 60%

Remix Remastered Trimline (50cm x 50cm; 1m x 1m)

List Price: \$89.35; Offer Price: \$29.49; Discount 67%

Revelation BK9 Base (50cm x 50cm; 1m x 1m)

List Price: \$73.99; Offer Price: \$35.52; Discount 52%

Revelation Cool Stripe Base (50cm x 50cm; 1m x 1m)

List Price: \$81.00; Offer Price: \$43.83; Discount 46%

Scattergraph (50cm x 50cm)

List Price: \$86.10; Offer Price: \$28.47; Discount 67%

Southern Analog (50cm x 50cm)

List Price: \$101.37; Offer Price: \$39.62; Discount 61%

Stoney Brook (50cm x 50cm; 1m x 1m)

List Price: \$96.30; Offer Price: \$28.75; Discount 70%

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Straight Talk 2.0 Collection (50cm x 50cm; 1m x 1m)

List Price: \$91.96; Offer Price: \$30.94; Discount 66%

Surface Study (50cm x 50cm)

List Price: \$141.16; Offer Price: \$32.58; Discount 77%

Talkative Rain Collection (50cm x 50cm; 1m x 1m)

List Price: \$96.30; Offer Price: \$28.75; Discount 70%

Textured Sky (25cm x 1m; 50cm x 50cm)

List Price: \$165.63; Offer Price: \$48.60; Discount 71%

Whale Song (50cm x 50cm)

List Price: \$151.73; Offer Price: \$37.51; Discount 75%

Custom Options up to \$10 per yard

Broadloom Carpets:

Formwork (13'6"BL)

List Price: \$59.00; Offer Price: \$20.33; Discount 66%

Adhesives, Backing Treatments, and Options:

TractionBack - Non Adhesive Backing (Sq.Yd.)

List Price: \$1.77; Offer Price: \$1.77; Discount 0%

Milliken Non-Reactive Standard Adhesive (4 gallon pail)

150 sq. yd.avg. spread rate per pail

List Price: \$147.22; Offer Price: \$147.22; Discount 0%

Milliken Non-Reactive Standard Adhesive (pallet qty.)

List Price: \$139.71; Offer Price: \$139.71; Discount 0%

Milliken LVT Adhesive Spread Rate 220-260 sq. ft./gallon (1gal)

List Price: \$44.49; Offer Price: \$44.49; Discount 0%

Milliken LVT Adhesive Spread Rate 220-260 sq. ft./gallon (4gal)

List Price: \$150.58; Offer Price: \$150.58; Discount 0%

Acousti-Loc Adhesive Porous - 200 sqft / gallon

Non Porous - 250 sqft / gallon (2 gal)

List Price: \$162.90; Offer Price: \$162.90; Discount 0%

Premium Underlayment for Luxury Vinyl Tile (100 Sq.Ft. – 4 rolls/bx)

List Price: \$331.27; Offer Price: \$331.27; Discount 0%

Broadloom Adhesive - 4 gal pail - 30 sq. yd. avg. spread rate per pail

List Price: \$84.34; Offer Price: \$84.34; Discount 0%

Broadloom Adhesive (pallet Qty.) (4gal)

List Price: \$80.16; Offer Price: \$80.16; Discount 0%

LVT Products:

Fortified Foundations 2.5 – Twist (18" x 18")

List Price: \$8.71; Offer Price: \$3.89; Discount 55%

Fortified Foundations 2.5 - Charlotte, Slate (18" x 18")

List Price: \$8.71; Offer Price: \$3.89; Discount 55%

Fortified Foundations 2.5 – Serpeggiante (12" x 24")

List Price: \$8.71; Offer Price: \$3.89; Discount 55%

Fortified Foundations 2.5 – Stone (18" x 36")

List Price: \$8.71; Offer Price: \$3.89; Discount 55%

Fortified Foundations 2.5 - Apple Wood, Oak (5" x 48")

List Price: \$8.71; Offer Price: \$3.89; Discount 55%

Fortified Foundations 2.5 - Cherry, Eucalyptus Saligna, Fine Line, Kokutan, Laurel Oak, Rosecliff Cherry, Rosewood, Rustic Pine, Teak (7" x 48")

List Price: \$8.71; Offer Price: \$3.89; Discount 55%

Fortified Foundations 2.5 - Aged Oak, Fissure Oak (9" x 48")

List Price: \$8.71; Offer Price: \$3.89; Discount 55%

Fortified Foundations 5.0 – Tangible (18" x 36")

List Price: \$12.10; Offer Price: \$5.26; Discount 57%

Fortified Foundations 5.0 - Power Grid, Polished Concrete (36"x36")

List Price: \$12.10; Offer Price: \$5.26; Discount 57%

Fortified Foundations 5.0 - Fargesia Bamboo, Heritage Wood, Eero,

Shenandoah, Pike, Gunnison (9" x 59.72")

List Price: \$12.10; Offer Price: \$5.26; Discount 57%

Metro Park Rigid Form - Shenandoah, Pike, Kokutan, Euclaytus Saligna,

Applewood Heritage Wood (7" x 48")

List Price: \$10.07; Offer Price: \$4.74; Discount 53%

Metro Park Rigid Form – Tangible (18" x 36")

List Price: \$10.07; Offer Price: \$4.74; Discount 53%

Change Agent Relic - Rune, Philosophy, Virtue, Shrine, Antiquity, Heirloom,

Artifact, Fortune, Hero, Elixir, Figure, Quest (25cm x 100cm)

List Price: \$11.84; Offer Price: \$5.53; Discount 53%

Change Agent Conjure - Arise, Spirit, Ember, Nexus, Ash, Cycle, Coal (25cm x 150cm)

List Price: \$11.84; Offer Price: \$5.53; Discount 53%

Change Agent Rootwork - Enchant, Harvest, Sacred, Divine, Crest,

Honor, Revere, Heir, Legend (25cm x 150cm)

List Price: \$11.84; Offer Price: \$5.53; Discount 53%

Local Measure 2.0mm/12mil (6" x 48") (10,368sf min order)

List Price: \$4.72; Offer Price: \$2.03; Discount 57%

Local Measure 2.5mm/22mil (6" x 48") (10,368sf min order)

List Price: \$8.45; Offer Price: \$2.74; Discount 68%

Local Measure 5.0mm/22mil (6" x 48) (10,368sf min order)

List Price: \$11.56; Offer Price: \$4.90; Discount 58%

Quiet Life / Laterals .55mm/22mil – Alabaster, Folkwood,  
Longstraw (25cm x 150cm)

List Price: \$12.28; Offer Price: \$6.19; Discount 50%

Lumenology 5.0 - Light Wash, Light Stitch, Reflective (25cm x 100cm)

List Price: \$11.57; Offer Price: \$5.54; Discount 52%

Lumenology 2.5 - Light Wash, Light Stitch, Reflective  
(MOQ = 10,297 sf)(25cm x 100cm)

List Price: \$8.43; Offer Price: \$4.12; Discount 51%

Installation Prices (Not to Exceed Costs):

**\*\*Actual Installation costs will require site review and estimate\*\***

Install Carpet (renovation) (SY)

Standard Cost Areas: \$9.73; High-Cost Areas: \$15.57; Discount 0%

Install Carpet (new construction) (SY)

Standard Cost Areas: \$9.19; High-Cost Areas: \$14.71; Discount 0%

Take Up / Remove Existing Carpet (SY)

Standard Cost Areas: \$3.79; High-Cost Areas: \$6.06; Discount 0%

Hard Surface Flooring Removal (SF)

Standard Cost Areas: \$5.41; High-Cost Areas: \$8.65; Discount 0%

Floor Prep (SF)

Standard Cost Areas: \$1.08; High-Cost Areas: \$1.73; Discount 0%

Furniture Move (light moving) (SY)

Standard Cost Areas: \$5.41; High-Cost Areas: \$8.65; Discount 0%

Furniture Move (medium moving) (SY)

Standard Cost Areas: \$9.73; High-Cost Areas: \$15.57; Discount 0%

Furniture Move (heavy moving) (SY)

Standard Cost Areas: \$29.20; High-Cost Areas: \$46.72; Discount 0%

Off-Hours Labor - Nights, Weekends, Holidays (SY)

Standard Cost Areas: \$5.41; High-Cost Areas: \$8.65; Discount 0%

Material Disposal (SY)

Standard Cost Areas: \$1.35; High-Cost Areas: \$2.16; Discount 0%

Material Handling / Staging (SF)

Standard Cost Areas: \$2.16; High-Cost Areas: \$3.46; Discount 0%

Flooring Install – Stairs (LNF)

Standard Cost Areas: \$3.24; High-Cost Areas: \$5.19; Discount 0%

Install LVT (SF)

Standard Cost Areas: \$2.97; High-Cost Areas: \$4.76; Discount 0%

Install Underlayment (SF)

Standard Cost Areas: \$2.43; High-Cost Areas: \$3.89; Discount 0%

VCT Standard - Furnish & Install (SF)

Standard Cost Areas: \$2.97; High-Cost Areas: \$4.76; Discount 0%

SRT/VCT Slip Resistant - Furnish & Install (SF)

Standard Cost Areas: \$7.57; High-Cost Areas: \$12.11; Discount 0%

Remove VCT / LVT (SF)

Standard Cost Areas: \$1.89; High-Cost Areas: \$3.03; Discount 0%

Furnish and Install Hard Surface Tile/Wood/Rubber Tile (SF)\*\*\*

Standard Cost Areas: \$21.63; High-Cost Areas: \$34.61; Discount 0%

\*\*\*Price Includes Setting/Grout/Base

\*\*\*Price Does Not Include Epoxy/Mud Bed/Waterproofing

Scarify Subfloor (SF) - Requires \$500 min. Trip Charge

Standard Cost Areas: \$1.19; High-Cost Areas: \$1.90; Discount 0%

Install Carpet cove base (LNF)

Standard Cost Areas: \$4.33; High-Cost Areas: \$6.92; Discount 0%

4" Cove Base - Furnish & Install (LNF)

Standard Cost Areas: \$2.97; High-Cost Areas: \$4.76; Discount 0%

4.5" Cove Base - Furnish & Install (LNF)

Standard Cost Areas: \$3.14; High-Cost Areas: \$5.02; Discount 0%

6" Cove Base - Furnish & Install (LNF)

Standard Cost Areas: \$3.24; High-Cost Areas: \$5.19; Discount 0%

Metal Transition Strips - Furnish & Install (LNF)

Standard Cost Areas: \$4.33; High-Cost Areas: \$6.92; Discount 0%

Vinyl Transition Strips - Furnish & Install (LNF)

Standard Cost Areas: \$4.33; High-Cost Areas: \$6.92; Discount 0%

Stair Nosing - Furnish & Install (LNF)

Standard Cost Areas: \$5.41; High-Cost Areas: \$8.65; Discount 0%

Stair Tread - Furnish & Install (LNF)

Standard Cost Areas: \$43.26; High-Cost Areas: \$69.22; Discount 0%

Dumpster - 30 Yard (Each)

Standard Cost Areas: \$1081.50; High-Cost Areas: \$1730.40;  
Discount 0%

Moisture Testing: Per Test NTE (Each)

(Includes tests and labor/time to set and read)

Standard Cost Areas: \$243.34; High-Cost Areas: \$389.34; Discount 0%

Project Management Fee - up to 20% of contract value

|    |   |   |
|----|---|---|
|    |   | <p>OBEX Tiles:</p> <p>OBEX Tile CutX - Fizz, Thread, Drift (50cm x 50cm)</p> <p>Price per Box - List Price: \$473.25; Offer Price: \$277.28; Discount 41%</p> <p>Price per Sq. Ft. - List Price: \$14.66; Offer Price: \$8.59; Discount 41%</p> <p>Price per Sq. Yd – List Price: \$131.90; Offer Price: \$77.28; Discount 41%</p> <p>OBEX Tile Cut: Fizz, Thread, Drift, Strum, Cross (50cm x 50cm)</p> <p>Price per Box - List Price: \$425.20; Offer Price: \$241.26; Discount 43%</p> <p>Price per Sq. Ft. - List Price: \$13.17; Offer Price: \$7.47; Discount 43%</p> <p>Price per Sq. Yd – List Price: \$118.51; Offer Price: \$67.24; Discount 43%</p> <p>OBEX Tile Loop: Stack, Bark (50cm x 50cm)</p> <p>Price per Box - List Price: \$341.59; Offer Price: \$199.52; Discount 42%</p> <p>Price per Sq. Ft. - List Price: \$10.58; Offer Price: \$6.18; Discount 42%</p> <p>Price per Sq. Yd – List Price: \$95.21; Offer Price: \$55.61; Discount 42%</p>  |
| 35 | <p>If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?</p> | <p>Installation services will be listed as a part of the submission located in the pricing section and will specifically pertain to the type of installation being performed. Pricing will also contain a unit of measure depending on the product type (Square Yards, Square Feet, etc.) This will not be an exhaustive list of installation services but should cover most types of products and installation for the types of projects that will be encountered. In rare cases where a specific service or product is not included, Milliken Services can provide items/services as an "open market" line item on the quote that will be priced at the current market value. Since each state has different requirements for Prevailing Wage/Union projects, these rates will have to be determined per project depending on that state's current Prevailing Wage rates. Providing Prevailing Wage may also be determined by Participating Entity's internal project size requirements for Public Works projects. In these cases, proper documentation (Apprentice Hours, Certified Payroll, etc.) will be provided, audited, and submitted as requested by the Participating Entity and based on the requirements of the state.</p> |
| 36 | <p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>                                       | <p>Milliken will offer pricing discounts ranging from 0% to 77%. These discounts are on a per product basis from our list price to our offer price and represent an average discount of 54%.</p>  |
| 37 | <p>Describe any quantity or volume discounts or rebate programs that you offer.</p>   | <p>We will routinely discount offered pricing for Sourcwell members when requested based on volume, budgets, customer need, past customer business, etc. However, we do not have a standard program to offer any specific quantity or volume discounts, nor do we offer rebates. These would be handled on an individual customer request basis.</p> <p>As stated previously, our pricing is fair and reasonable, as it is</p>  |

compliant to our other State/Local and National Cooperative Contracts, which mandate equal or better published pricing but also allows for reduced/discounted pricing on a per project or customer basis. We will accept pricing discount requests per the items listed above (volume, budgets, customer need, past customer business, etc.)

As stated in other questions, our pricing also includes value added benefits of our products and services through our WellBAC® cushion backing and turnkey program.

As stated previously, the benefits of Milliken's Carpet Tile, Resilient Flooring, and OBEX™ Entrance Flooring are as follows:

- **Durability:** Milliken's carpet and resilient products are made for high-traffic areas and won't lose their beauty like substandard floors do. Milliken's WellBAC® open-cell cushion backing absorbs impact, extending life up to 50% longer than hardback carpet. That's why our carpet leads the industry with a Lifetime Warranty. Our LVT outperforms other coatings in scuff, stain, and scratch resistance. Thanks to a 22mil wear layer it offers a best-in-class 22-year wear warranty.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-9). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- **Moisture Mitigation:** Milliken developed flooring systems to avoid costly moisture mitigation. For example, our carpet's WellBAC® open cell cushion backing allows the floor to breathe and moisture to evaporate, where hardback products can cause the vapor to get trapped, turning into liquid water. Milliken offers one-step no-test warranty options, and you can save significantly on prep, materials, and installation.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-12, MP-13, MP-14, MP-27, MP-28, MP-29, Look Book page 4). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/moisture-management>.

- **Acoustics:** Noise causes stress and hinders concentration. That's why Milliken makes the quietest floors in the industry. The acoustic technology of our carpet tile reduces in-room and through-floor noise by up to 50% compared to other flooring.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-10, Look Book page 6). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/acoustics>.

- **Health and Wellness:** Designing interiors that protect and enhance wellness is more important than ever. At Milliken, we select carpet materials that are Red List Free and PVC Free. We construct our carpet tiles with open-cell, cushion backing to mitigate moisture, reduce noise and improve comfort. And our OBEX™ entrance flooring keeps out moisture and contaminants, which can improve indoor air quality and cleanliness.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2). Also please visit: <https://www.milliken.com/en-us/businesses/floor->

covering/technical/product-benefits.

- Ergonomics: Our carpet and resilient flooring are more comfortable underfoot, which affects everyone in the workplace. In fact, our carpet's WellBAC® cushion backing can reduce muscle strain by as much as 24% compared to hardback carpet, which is especially important in sit-to-stand workplaces.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-11, Look Book page 5 and 7). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/sit-to-stand>.

- Installation Cost Savings by Reduction in Floor Prep & Floor Compatibility: The cost of floor prep can make an unexpected impact on your project. But thanks to Milliken's engineered cushion carpet backing, you'll have minimal prep to do, saving time and money. Our tiles can be installed over old adhesives. It's seldom necessary to scarify or seal the floor. And you won't have to worry about telegraphing on poor subfloors.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2 and PR-4), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-15). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- Carbon Neutral: Milliken carpet, resilient, and entrance tiles are carbon neutral everywhere in the world. As part of our M/PACT program, great care is taken when selecting materials, manufacturing products, and delivering them to our customers. We believe it takes humans to protect humanity, so let's work together in the fight against climate change.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/carbon-neutral-products>.

As stated previously, Milliken's turnkey solutions/installation services are as follows:

- Coordination of project quantity estimates, site visits, proposals, order processing and 96% on time delivery
- Responsible for scheduling all elements of every project — we will ensure timely delivery and installation
- Visualization — not only can we provide quantities for your projects, but we can supply color coded drawings of your space to show product layout
- A keen focus on proactive communication — all project participants will be actively in the loop
- You'll have the peace of mind that comes with knowing every technical and installation procedure will be followed precisely as specified
- Operating under Milliken supervision: a national network of trained professional installation specialists — familiar with Milliken products, skilled in Milliken procedures as well as installation of ancillary products
- We manage all jobsite scopes of work, including: removal and disposal of existing flooring, floor preparation, installation of new flooring, occupied renovations
- Experience in all segments (i.e., retail, corporate, healthcare, education, government, non-profits, etc.) Milliken is also responsible for all troubleshooting and issue resolution — we strongly believe

|    |   |   |   |
|----|---|---|---|
|    |   | <p>these are areas that really separate one company from another.</p> <ul style="list-style-type: none"> <li>Furnish and install the following product types, including but not limited to: carpet tile, broadloom carpet, resilient, rugs, floor mats, laminate, hardwood, rubber, vinyl, epoxy, flooring hybrids, wood, porcelain tile, ceramic flooring.</li> </ul> <p>With Milliken's Turnkey Services, project management is streamlined. We are the single point of contact. Let our team deal with the coordination of all stakeholders for each of your projects. Plus, there will only be one purchase order, for materials and labor combined. We will take full responsibility for your project. Based on your specific needs, processes are standardized and repeatable — all managed by a single Milliken team. Plus, you'll have cost and budget control due to consistent pricing.</p> <p>Installing carpet tile and other types of flooring does require some skill, along with knowledge about the products being installed. That's why we've assembled a team of experienced installation companies with wide-ranging skills.</p> <p>For more information, please view the attachments uploaded in the Pricing section (RFP document PR-3) and the Marketing Plan/Samples section (RFP document MP-7, Look Book page 68, Turnkey Brochure).</p> |   |
| 38 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | All acquisition costs with the exception of open market line items are included in pricing submitted with our response. Open market items will be supplied as requested and will be provided as a cost plus a percentage.   | * |
| 39 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Things outside of normal/standard delivery charges such as lift gates, call before delivery, inside delivery are not included in the offer price. These elements will be included as open market line-item charges when requested by Participating Entities.  | * |
| 40 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Freight, Delivery and Shipping are included in offer pricing.   | * |
| 41 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Milliken has partnered with a third-party logistics provider to support offshore (Hawaii/Alaska) delivery needs including the management with ocean consolidators when necessary. Canada/Alaska destined freight will be serviced via an over-the-road and/or rail service, and in instances where necessary, can act as the importer of record for border crossing purposes.   | * |
| 42 | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | Milliken has partnered with a third-party logistics provider to support offshore (Hawaii/Alaska) delivery needs including the management with ocean consolidators when necessary. Canada/Alaska destined freight will be serviced via an over-the-road and/or rail service, and in instances where necessary, can act as the importer of record for border crossing purposes.   | * |

**Table 5: Payment Terms and Financing Options**

| Line Item | Question   | Response *   |   |
|-----------|--|--|---|
| 43        | Describe your payment terms and accepted payment methods.  | Milliken standard payment terms are Net 30. Milliken can receive payments via bank ACH, wire, or check. Milliken can also accept payment via P-Card. Please note that P-card is authorized at order entry and charged at shipment. | * |
| 44        | Describe any leasing or financing options available for use by educational or governmental entities. | Milliken does not offer any leasing or financing.  | * |

45

Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.

Attached documents show our standard transaction documents that Milliken proposes to use in connection with an awarded contract. These include sample proposal form, order confirmation, terms and conditions and sample invoice. There are samples of each one of these documents in the document upload section except for the order confirmation. The sample invoice will serve as an example for the Order Confirmation as they both contain the same information except the invoice will be assigned an invoice number when issued.

Standard proposal document contains the following:

Proposal Date

MQ Number – Milliken's internal number for contract

Project Name & Location

Milliken Sales Representative

Milliken Services Project Manager (if applicable)

Customer Information and Contact

Bill To (Invoicing) Information and Contact – Where invoice will be submitted

Material Description, Unit of Measure, Unit Price and Total (for each material)

Labor/Ancillary Description, Unit of Measure, Price and Total (for each labor or ancillary item)

Project Management Fee Total

Total Project Amount

Special Conditions – This sections will include items that may be out of the normal scope or project specific requirements.

Notes – This is a standard notes section that includes items regarding scope, pricing, exclusions, site conditions, installation schedule, taxes, billing, freight, attic stock and overage.

Provides information regarding where signed contract or purchase order is to be sent.

Standard Invoice document contains the following:

Remit to information

Bill To Party

Ship To Party

Sold To Party

Invoice Number

Invoice Date

Delivery Number

Order Number

Order Date

Shipment Number/Date

Customer Purchase Order Number

Currency – USD

Terms of Payment

Incoterms

Freight Payment Terms

Payment Due Date

Freight Carrier Name

Shipping Point

Milliken Salesperson Name

Pricing Agreement Number

Project Name and Description

Material Item Number, Description, Quantity, Unit of Measure, Unit Price and Total

Labor/Ancillary Item Number, Description, Quantity, Unit of Measure, Unit Price and Total

Total Invoice Amount

Term and Conditions

Standard Order Confirmation will include the following items (similar to invoice information above)

Bill To Party

Ship To Party

Sold To Party

Order Number

Order Date

Customer Purchase Order Number

Currency – USD

Terms of Payment

Incoterms

Freight Payment Terms

Payment Due Date

Freight Carrier Name

Milliken Salesperson Name

Customer Service or Milliken Services Project Manager Name

Project Name and Description

Material Item Number, Description, Quantity, Unit of Measure, Unit Price and Total

Labor/Ancillary Item Number, Description, Quantity, Unit of Measure, Unit Price and Total

|    |   |   |   |
|----|---|---|---|
|    |   | Total Invoice Amount  |   |
|    |   | Term and Conditions   |   |
| 46 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | Milliken can accept payment via P-Card. Please note that P-card is authorized at order entry and charged at shipment. | * |

**Table 6: Audit and Administrative Fee**

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 47        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. | <p>Milliken utilizes internal MQ numbers assigned to every order placed by Sourcwell members directly to Milliken or through a Milliken authorized dealer. That allows Milliken to accurately capture, track, report, and pay fees on all Milliken invoiced sales to Sourcwell members.</p> <p>Milliken has dedicated Contract Management and Finance teams focused on tracking and reporting this information and ensuring proper administrative fee payments to Sourcwell.</p> <p>Milliken sales teams and dealer partners will have daily access to pricing for distribution to all Sourcwell Members per requests.</p>  | * |
| 48        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | A Sourcwell awarded contract is an extremely important part of Milliken's institutional growth strategy and targets. On a monthly basis, Milliken will analyze and track sales, understand successes, and identify growth opportunities as it relates to the Sourcwell contract. Milliken has a dedicated team focusing on growing sales through the Sourcwell contract. Milliken has a dedicated National Director of Government Sales and Institutional Contracts responsible for all sales and partnership with Sourcwell. This Sales Director is responsible for working with the entire Milliken sales team and support functions in the United States and Canada, as well as Milliken's national institutional sales leaders to facilitate, promote, and grow Milliken's business through the Sourcwell contract. | * |
| 49        | Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | Milliken proposes a 2% administration fee on all sales invoiced by Milliken.  | * |

**Table 7: Company Information and Financial Strength**

| Line Item | Question   | Response *  |  |
|-----------|--|---|--|
| 50        | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>In 1884, the company invested in a new facility in Pacolet, South Carolina, and from that basic beginning a larger manufacturing operation grew. With an eye on the future, research took on a leading role within the company's hierarchy – and was officially organized in 1945 as the Deering Milliken Research Trust.</p> <p>By 1958, the research organization had more than 130 patents and moved to a new specially designed home (or current worldwide headquarters) in Spartanburg, SC, now known as the Roger Milliken Center (RMC).</p> <p>In 1976 Deering Milliken officially became Milliken &amp; Company. Today, the company operates in a number of diverse disciplines including Specialty Chemicals, Floor Covering, Performance Textiles, and Healthcare.</p> |  |

Our belief that profits should be put back into research and development has allowed us to become one of the most technologically advanced manufacturers in existence today.

We believe in the power of innovation. Every day, we challenge ourselves to find creative ways to enhance people's lives and to make the world around us easier, safer, more sustainable, and more beautiful.

Milliken has long invested in knowledge – we employ 90 PhDs, and have accumulated over 2,200 U.S. patents (more than 5,000 patents worldwide) since our founding in 1865. With over 40 manufacturing facilities in the United States, United Kingdom, Belgium, France, China, and Australia, and with sales and service operations throughout the Americas, Europe, and Asia, Milliken's 8,000-plus associates work to create exemplary customer experiences, build for the future, and ensure a healthier tomorrow for generations to come.

Milliken has a rich history of delivering innovative flooring solutions from our research center, manufacturing facilities and our creative collective of inspired problem solvers. Our reliable and stylish flooring products offer great design solutions built from unique insights and an exceptional array of technical capabilities. Engineering sustainable solutions is central to our mission to create a healthier planet for generations to come, while also designing for the modern market.

The Milliken Floor Covering Division is a division of Milliken & Company that is a privately held for-profit corporation divided into four regions: Americas, EMEIA, Asia Pacific, and Australia. The company is headquartered in Spartanburg, South Carolina and operates facilities in the United States, United Kingdom, China, and Australia.

Milliken's Purpose Statement: Together we strive to positively impact the world around us for generations to come.

Milliken's Values are as follows:

Integrity - Do the right thing.

Innovation - Reward big thinking.

People – Empower exceptional teams.

Excellence – Set a high bar for performance.

Sustainability – Create a healthy future.

For more information, please visit [www.milliken.com](http://www.milliken.com), [www.millikenfloors.com](http://www.millikenfloors.com), and also view attachments in the Milliken Financial Strength & Stability section (Milliken Financial Strength & Stability FSS 1- FSS 18), the Milliken Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-1-MP-5 and Look Book page 2).

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| 51 | What are your company's expectations in the event of an award?  | <p>In the event of an award, Milliken expects the Sourcwell Contract to drive significant growth and increased market share for our Institutional Segments. With our commitment to institutional segments and growing our national cooperative contracts, Milliken is ideally suited to drive significant growth.</p> <p>As stated in other answers, Milliken employs a Director of Government Sales who is also responsible for driving and growing all institutional contract sales. Milliken also employs Directors of Healthcare, Education, and Multi-Family Housing who are responsible for driving and growing sales within those segments. In addition to our extensive network of outstanding sales professionals in every region Sourcwell will cover, we also have Regional Strategic Account Managers who will also be responsible for growing institutional sales throughout the United States, Canada, and US Territories. Milliken expects to partner with Sourcwell on driving success through the contract if awarded.</p> <p>Milliken's goal will be to exceed 25% market share for all flooring sales facilitated through the Sourcwell Contract if awarded.</p>   |
| 52 | <p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p> | <p>Per attached letter, Milliken &amp; Company is a privately held (family owned) US Corporation that has been continuously doing business for more than 155 years (See <a href="http://www.milliken.com">www.milliken.com</a> for further information about our company).</p> <p>As a private company, Milliken does not release its financial statements to its customers or suppliers. The company's financial position is exceptionally strong. Milliken has been profitable and maintaining significant free cash flow and credit reserves for many years. Milliken's global sales exceeded \$3 billion in 2022 and the business is diversified around floor covering, specialty chemicals, performance textiles and healthcare. As the company continued along its growth trajectory during 2021, the company decided to conservatively adjust its capital structure to take advantage of the historically low interest rate environment for funding of 2021 and 2022 M&amp;A activity.</p> <p>The company's auditor is Grant Thornton and it issued a "clean audit opinion" during the most recent audit of Milliken's Financial Statements.</p> <p>Finally, all five of Milliken's main banks have full access to Milliken's financial statements and have rated Milliken as an "Investment Grade" company.</p> |
| 53 | What is your US market share for the solutions that you are proposing?  | <p>Per attached letter, Milliken &amp; Company is a privately-held (family owned) US Corporation that has been continuously doing business for more than 155 years (See <a href="http://www.milliken.com">www.milliken.com</a> for further information about our company).</p> <p>As a private company, Milliken does not release its financial statements to its customers or suppliers. The company's financial position is exceptionally strong. Milliken has been profitable and maintaining significant free cash flow and credit reserves for many years. Milliken's global sales exceeded \$3 billion in 2022 and the business is diversified around floor covering, specialty chemicals, performance textiles and healthcare. As the company continued along its growth trajectory during 2021, the company decided to conservatively adjust its capital structure to take advantage of the historically low interest rate environment for funding of 2021 and 2022 M&amp;A activity.</p> <p>The company's auditor is Grant Thornton and it issued a "clean audit opinion" during the most recent audit of Milliken's Financial Statements.</p> <p>Finally, all five of Milliken's main banks have full access to Milliken's financial statements and have rated Milliken as an "Investment Grade" company.</p> |

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|----|---|---|---|
| 54 | What is your Canadian market share for the solutions that you are proposing?  | <p>Per attached letter, Milliken &amp; Company is a privately-held (family owned) US Corporation that has been continuously doing business for more than 155 years (See <a href="http://www.milliken.com">www.milliken.com</a> for further information about our company).</p> <p>As a private company, Milliken does not release its financial statements to its customers or suppliers. The company's financial position is exceptionally strong. Milliken has been profitable and maintaining significant free cash flow and credit reserves for many years. Milliken's global sales exceeded \$3 billion in 2022 and the business is diversified around floor covering, specialty chemicals, performance textiles and healthcare. As the company continued along its growth trajectory during 2021, the company decided to conservatively adjust its capital structure to take advantage of the historically low interest rate environment for funding of 2021 and 2022 M&amp;A activity.</p> <p>The company's auditor is Grant Thornton and it issued a "clean audit opinion" during the most recent audit of Milliken's Financial Statements.</p> <p>Finally, all five of Milliken's main banks have full access to Milliken's financial statements and have rated Milliken as an "Investment Grade" company.</p>   | * |
| 55 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | No, Milliken has never petitioned for bankruptcy protection.  | * |
| 56 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>B.</p> <p>Milliken employs an extensive network of sales associates and managers dedicated to growing sales throughout the entire North American footprint which includes the entire United States, Canada, and US Territories. Milliken employs a National Sales Director responsible for all sales and services for North America which includes the United States and Canada. Milliken also employs Regional Vice Presidents responsible for all sales and services, and approximately 100 territory sales associates throughout the United States and Canada. Milliken employs National Directors for the entire North American footprint for the following segments: Government, Education, Multi-Family Housing, Healthcare, and Corporate Strategic Accounts.</p> <p>Milliken's National Director of Government Sales &amp; Institutional Contracts is responsible for all institutional and national cooperative contracts and will manage the Sourcwell Contract partnership if awarded.</p> <p>In addition to Milliken's direct employees listed above, Milliken utilizes an extensive network of over 7,000 dealers throughout the United States, Canada, and US Territories. These dealers are located in every region, state, and province, and will be authorized to utilize the Milliken-Sourcwell Contract to service Sourcwell Members if Milliken is awarded.</p> <p>Milliken also has direct employees in the Milliken Services division that are directly responsible for managing all turnkey projects from quote and order entry to installation of products and services, as well as invoicing Sourcwell Members.</p> <p>As stated previously, Milliken's turnkey solutions/installation services are as follows:</p> <ul style="list-style-type: none"> <li>• Coordination of project quantity estimates, site visits, proposals, order processing and 96% on time delivery</li> <li>• Responsible for scheduling all elements of every project — we will ensure timely delivery and installation</li> <li>• Visualization — not only can we provide quantities for your projects, but we can supply color coded drawings of your space to show product layout</li> <li>• A keen focus on proactive communication — all project participants will be actively in the loop</li> <li>• You'll have the peace of mind that comes with knowing every technical and installation procedure will be followed precisely as specified</li> <li>• Operating under Milliken supervision: a national network of trained professional installation specialists — familiar with Milliken products, skilled in Milliken procedures as well as installation of ancillary products</li> <li>• We manage all jobsite scopes of work, including: removal and disposal of existing</li> </ul> | * |

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|    |  | <p>flooring, floor preparation, installation of new flooring, occupied renovations</p> <ul style="list-style-type: none"> <li>• Experience in all segments (i.e., retail, corporate, healthcare, education, government, non-profits, etc.) Milliken is also responsible for all troubleshooting and issue resolution — we strongly believe these are areas that really separate one company from another.</li> <li>• Furnish and install the following product types, including but not limited to: carpet tile, broadloom carpet, resilient, rugs, floor mats, laminate, hardwood, rubber, vinyl, epoxy, flooring hybrids, wood, porcelain tile, ceramic flooring.</li> </ul> <p>With Milliken's Turnkey Services, project management is streamlined. We are the single point of contact. Let our team deal with the coordination of all stakeholders for each of your projects. Plus, there will only be one purchase order, for materials and labor combined. We will take full responsibility for your project. Based on your specific needs, processes are standardized and repeatable — all managed by a single Milliken team. Plus, you'll have cost and budget control due to consistent pricing.</p> <p>Installing carpet tile and other types of flooring does require some skill, along with knowledge about the products being installed. That's why we've assembled a team of experienced installation companies with wide-ranging skills.</p> <p>For more information, please view the attachments uploaded in the Pricing section (RFP document PR-3) and the Marketing Plan/Samples section (RFP document MP-7, Look Book page 68, Turnkey Brochure).</p> |
| 57 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Milliken has not been suspended or debarred. *  |

**Table 8: Industry Recognition & Marketplace Success**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe any relevant industry awards or recognition that your company has received in the past five years. | <p>2023:</p> <p>(17-year Honoree) World's Most Ethical Companies   Presented by Ethisphere Institute; Global Most Loved Workplaces   Presented by Newsweek; America's Best Midsize Employers (Corporate)   Presented by Forbes; America's Best Employers for Diversity (Corporate)   Presented by Forbes; America's Most Innovative Companies (Corporate)   Presented by Fortune; Most Loved Workplace Certification (Corporate)   Presented by Best Practice Institute (BPI); Top 100 Most Loved Workplaces (Corporate)   Presented by Newsweek and Best Practice Institute (BPI); Starnet Dream Team Award (Floor Covering); Metropolis Likes Award – The Space Between (Floor Covering)</p> <p>2022:</p> <p>(16-year Honoree) World's Most Ethical Companies   Presented by Ethisphere Institute; America's Best Midsize Employers (Corporate)   Presented by Forbes magazine; America's Best Employers for Diversity (Corporate)   Presented by Forbes magazine; OSHA VPP Star Certification re-approval for rigorous safety standards and implementation for the following Milliken U.S. facilities: Enterprise, Cushman; Most Loved Workplace Certification (Corporate)   Presented by Best Practice Institute (BPI); Top 100 Most Loved Workplaces (Corporate)   Presented by Newsweek and Best Practice Institute (BPI); Design Guild Mark Award, recognizing Northward Bound (Milliken Floor Covering)   Presented by The Furniture Makers' Company; SIES SOP Award 2021 (Milliken Chemical)   Presented by SIES School of Packaging - Packaging Technology Centre; Outstanding Supplier (Milliken Chemical)   Presented by China Cleaning Industry Association (CCIA); Best Collaboration (Milliken Chemical)   Presented by EMD Electronics; Planet Positive Award Winner, recognizing Coastline (Milliken Floor Covering)   Presented by Metropolis Magazine; Best of Year Finalist, recognizing Coastline (Milliken Floor Covering)   Presented by Interior Design Magazine; EcoVadis Gold Sustainability Rating; Approved by the Science Based Targets initiative (SBTi) to become net-zero by 2050; Starnet Dream Team Award (Floor Covering)</p> |

2021:

(15-year Honoree) World's Most Ethical Companies | Presented by Ethisphere Institute; America's Best Midsize Employers (Corporate) | Presented by Forbes magazine; OSHA VPP Star Certification re-approval for rigorous safety standards and implementation for the following Milliken U.S. facilities: Allen, Hatch, and Golden Valley; REPREVE Champions of Sustainability Award (Milliken Textile) | Presented by REPREVE; REPREVE Champions of Sustainability Billion Bottle (Polartec) | Presented by REPREVE; R&D 100 Award Winner, recognizing Solvite Garment Rejuvenator (Milliken Chemical) | Presented by R&D 100 Magazine; 50 Women in Tech, recognizing Allison Cui | Presented by Forbes China; WELL v2 certification, recognizing the Milliken Floors U.K. Showroom | Presented by International WELL Building Institute (IWBI); 2020 Plant Safety Award, recognizing the Allen, Cedar Hill, Cushman, Dewey, Gerrish, Hillcrest, Johnston, Keystone, and Pendleton Plants, and Roger Milliken Center | Presented by SC Manufacturers Association; ISO 9001 2015 Standard recertification for the Johnston Plant; Fifty Most Influential People, recognizing Halsey Cook | Presented by Greenville Business Magazine; SIES SOP Award 2020 (Milliken Chemical) | Presented by SIES School of Packaging - Packaging Technology Centre; Outstanding Supplier (Milliken Chemical) | Presented by China Cleaning Industry Association (CCIA); Best of Year Finalist, recognizing Lumenology (Milliken Floor Covering) | Presented by Interior Design Magazine; Starnet Dream Team Award (Floor Covering)

2020:

World's Most Ethical Companies (Corporate) | Presented by Ethisphere Institute; Spartanburg Economic Visionary (Corporate) | Presented by Spartanburg Community College; Grand Truck Safety Award and First Place Truck Safety Award (Milliken Transportation Team) | Presented by the South Carolina Trucking Association; OSHA VPP Star Certification re-approval for rigorous safety standards and implementation for Cedar Hill & Magnolia; Laundry & Home Care Sustainability Award (Milliken Chemical) | Presented by Henkel; REPREVE Champions of Sustainability Award (Milliken Textile) | Presented by REPREVE; R&D 100 Award finalist, recognizing Westex® DH Air™ (Milliken Textile) | Presented by R&D World magazine; 2020 Supplier Award (Performance Solutions by Milliken) | Presented by ADM; SC Economic Impact Award (Corporate) | Presented by Greenville Business Magazine; 16th Annual Upstate Diversity Leadership Awards; Outstanding Business | Presented by the Greenville Chamber and the Riley Institute at Furman; Top 10 Lean Manufacturing Consulting/Services Companies — 2020; Editor's Choice designation (Performance Solutions by Milliken) | Presented by Manufacturing Technology Insights; CFJ/CFA Award, Flooring in Offices, recognizing Milliken with Loughton Contracts at Deloitte HQ, London (Milliken Floors) | Presented by Contract Flooring Journal; Outstanding Contribution for New Product Development (PA China) | Presented by HuaJim Group; Best Raw Materials Provider (PCI China) | Presented by CIMP; Outstanding Member in Fighting COVID-19 (Milliken Shanghai) | Presented by the Plastic Industry Association; 2020 Appreciation (PA Korea) | Presented by Lotte Chemical Group; HiP Award Winner for Product, Health & Wellness, Flooring, recognizing Social Factor (Milliken Floor Covering) | Presented by Interior Design Magazine; HiP Award Honoree for Product, Workplace, Flooring: Carpet, recognizing Laylines (Milliken Floor Covering) | Presented by Interior Design Magazine; Best of Year Honoree recognizing Laylines (Milliken Floor Covering) | Presented by Interior Design Magazine; London Studio is WELL Certified™ Platinum (Milliken Floor Covering); All OBEX™ Entrance Flooring is certified low VOC through SCS Global's Indoor Advantage Gold Certification (Milliken Floor Covering); SIES SOP Award 2019 (Milliken Chemical) | Presented by SIES School of Packaging - Packaging Technology Centre; Outstanding Supplier (Milliken Chemical) | Presented by China Cleaning Industry Association (CCIA); Outstanding contribution award for new products (Milliken Chemical) | Presented by Huajin Group; Starnet Dream Team Award (Floor Covering)

2019:

World's Most Ethical Companies (Corporate) | Presented by Ethisphere Institute; America's Best Mid-Size Employers (Corporate) | Presented by Forbes magazine and powered by Statista; InnoVision Award Finalist, Sustainability, recognizing DeltaMax™ Performance Modifiers (Milliken Chemical) | Presented by the South Carolina InnoVision Awards; 2019 Industry Champion (Corporate) | Presented by eTextiles Communications; REPREVE Champions of Sustainability Award (Milliken Textile) | Presented by REPREVE; 3M 2018 Supplier of the Year (Milliken's Textile Division) | Presented by 3M; HR Rising Star Award, Ricaye Harris, Milliken &

Company Diversity & Inclusion Program Manager (Corporate) | Presented by the South Carolina Chamber of Commerce; All Milliken modular carpet in the Americas, Asia, and Australia/New Zealand is now Cradle to Cradle Certified™ Silver (Milliken Floor Covering); Pilot Member of WELL Portfolio (Milliken Floor Covering); HiP Award Honoree for Health & Wellness: Flooring, recognizing Heavy Meta (Milliken Floor Covering) | Presented by Interior Design Magazine; ISO 9001 certification for Quality Management Systems, China Zhangjiagang plant; OSHA VPP Star Certification re-approval for rigorous safety standards and implementation for Valway, Kingsley, New Holland, Newton, Pine Mountain; R&D 100 Award finalist, recognizing D2 Convertible Mats (Milliken Floor Covering) | Presented by R&D World magazine; R&D 100 Award, Mechanical/Material, recognizing DeltaMax™ Performance Modifiers, masterbatches for polypropylene (Milliken Chemical) | Presented by R&D World magazine; R&D 100 Award, Mechanical/Material, recognizing Polartec® Power Air (Milliken's Textile Division) | Presented by R&D World magazine; Design Guild Mark, recognizing Artistic Liberties (Milliken Floors); CFJ/CFA Awards, Best Use of Flooring in Education, recognizing Further Education (Milliken Floors) | Presented by Contract Flooring Journal; Backpacker Editors' Choice Award, recognizing Power Air | Presented by Backpacker; WTIN Future Textile Award for Best Innovation: Sustainable Textiles, recognizing Power Air | Presented by World Textile Information Network (WTIN); 2019 Best Partner Award (PA Korea) | Presented by Poly Mirae; SIES SOP Star Award, Excellence in Packaging | Presented by SIES; Chicago & San Francisco Showrooms are WELL Certified™ Platinum (Milliken Floor Covering); Outstanding Supplier (Milliken Chemical) | Presented by China Cleaning Industry Association (CCIA); Starnet Dream Team Award (Floor Covering)

2018:

World's Most Ethical Companies (Corporate) | Presented by Ethisphere Institute; Product of the Year, Safety Equipment & Workwear, recognizing Westex by Milliken FR fabric (Westex by Milliken) | Presented by EC&M magazine; America's Best Mid-Size Employer (Corporate) | Presented by Forbes magazine and powered by Statista; REPREVE Champions of Sustainability Award (Milliken Textile) | Presented by REPREVE; Best of NeoCon Editors' Choice Award for Carpet: Modular, recognizing Textured Sky (Milliken Floor Covering) | Presented by Contract magazine; HiP Award honoree for Workplace: Flooring, Carpet, recognizing Milliken Floor Covering's Textured Sky (Milliken Floor Covering) | Presented by Interior Design magazine; Readers' Choice, Apparel – Arc Flash/Flame Resistant, recognizing Westex by Milliken FR fabric (Westex by Milliken) | Presented by ISHN magazine; Readers' Choice, Protective Fabric, recognizing Westex by Milliken | Presented by Canadian Occupational Safety magazine; 10 Best Production Operations Consultants, recognizing Performance Solutions by Milliken | Presented by ALM Intelligence; Best Showroom for Showtime, recognizing Milliken Specialty Interiors' new High Point Showroom (Milliken's Textile Division) | Presented by International Textile Alliance, the producers of Showtime, and International Market Centers; MIAW Design and Innovation Awards, recognizing Colour Compositions (Milliken Floor Covering) | Presented by MUUZ Magazine, France, Red Dot Award for Product Designs, recognizing Colour Compositions (Milliken Floor Covering) | Presented by Design Zentrum, Germany; Starnet Dream Team Celebration Award (Milliken Floor Covering & Lippert Tile partnership) | Presented by Starnet; Starnet Dream Team Celebration Award (Milliken Floor Covering & Hoem and Associates partnership) | Presented by Starnet; R&D 100 Finalist, recognizing Liquitint V42 | Presented by R&D 100 magazine; R&D 100 Green Tech Merit Award, recognizing Breathe by Milliken | Presented by R&D 100 magazine

Please also see additional award information in the attachments found in the Financial Strength & Stability section (Milliken Financial Strength & Stability FSS-10 – FSS-16).

|    |   |     |   |
|----|---|-----|---|
| 59 | What percentage of your sales are to the governmental sector in the past three years? | 14% | * |
| 60 | What percentage of your sales are to the education sector in the past three years?    | 26% | * |

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|----|--|--|
| 61 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | <p>Milliken purchasing contracts include: GSA, OMNIA Partners, E&amp;I, MHEC, State of Utah, State of North Carolina, Air Force, CMAS</p> <p>While we do not release sales data as a privately held company, we have been extremely successful over the past three years on our cooperative and state contracts through our vast network of sales professionals and dealer partners covering every region, state, province in the United States, Canada, and US territories.</p> <p>Per attached letter, Milliken &amp; Company is a privately-held (family owned) US Corporation that has been continuously doing business for more than 155 years (See <a href="http://www.milliken.com">www.milliken.com</a> for further information about our company).</p> <p>As a private company, Milliken does not release its financial statements to its customers or suppliers. The company's financial position is exceptionally strong. Milliken has been profitable and maintaining significant free cash flow and credit reserves for many years. Milliken's global sales exceeded \$3 billion in 2022 and the business is diversified around floor covering, specialty chemicals, performance textiles and healthcare. As the company continued along its growth trajectory during 2021, the company decided to conservatively adjust its capital structure to take advantage of the historically low interest rate environment for funding of 2021 and 2022 M&amp;A activity.</p> <p>The company's auditor is Grant Thornton and it issued a "clean audit opinion" during the most recent audit of Milliken's Financial Statements.</p> <p>Finally, all five of Milliken's main banks have full access to Milliken's financial statements and have rated Milliken as an "Investment Grade" company.</p> |
| 62 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Milliken Services, LLC GSA Contract # 47QSMA23D08P8, Milliken &amp; Company GSA Contract # 47QSMA19D08P2</p> <p>While our sales annually are in the millions, we do not list actual financial data (see details below.)</p> <p>Per attached letter, Milliken &amp; Company is a privately-held (family owned) US Corporation that has been continuously doing business for more than 155 years (See <a href="http://www.milliken.com">www.milliken.com</a> for further information about our company).</p> <p>As a private company, Milliken does not release its financial statements to its customers or suppliers. The company's financial position is exceptionally strong. Milliken has been profitable and maintaining significant free cash flow and credit reserves for many years. Milliken's global sales exceeded \$3 billion in 2022 and the business is diversified around floor covering, specialty chemicals, performance textiles and healthcare. As the company continued along its growth trajectory during 2021, the company decided to conservatively adjust its capital structure to take advantage of the historically low interest rate environment for funding of 2021 and 2022 M&amp;A activity.</p> <p>The company's auditor is Grant Thornton and it issued a "clean audit opinion" during the most recent audit of Milliken's Financial Statements.</p> <p>Finally, all five of Milliken's main banks have full access to Milliken's financial statements and have rated Milliken as an "Investment Grade" company.</p>   |

**Table 9: Top Five Government or Education Customers**

**Line Item 63.** Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                    | Entity Type * | State / Province * | Scope of Work *  | Size of Transactions *                            | Dollar Volume Past Three Years * |
|--------------------------------|---------------|--------------------|--|---|----------------------------------|
| City of Livermore              | Government    | California - CA    | Full turnkey services including material, installation, furnish and install of ancillary items (VCT, Cove Base, Transitions, etc.), Furniture Handling | Various sizes with the largest being \$668,000.00 | \$743,000.00                     |
| Broward College                | Education     | Florida - FL       | Full turnkey services including material, installation, furnish and install of ancillary items (VCT, Cove Base, Transitions, etc.), Furniture Handling | Various sizes with the largest being \$585,540.00 | \$825,000.00                     |
| Lee County                     | Government    | Florida - FL       | Full turnkey services including material, installation, furnish and install of ancillary items (VCT, Cove Base, Transitions, etc.), Furniture Handling | Various sizes with the largest being \$266,431.00 | \$2,194,000.00                   |
| Navy Federal Credit Union      | Government    | Virginia - VA      | Material / Carpet Tile Sale  | Various sizes with the largest being \$563,000.00 | \$2,081,700.00                   |
| Indianapolis Convention Center | Government    | Indiana - IN       | Material / Carpet Tile Sale  | One transaction at \$2,350,000.00                 | \$2,350,000.00                   |

**Table 10: References/Testimonials**

**Line Item 64.** Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcwell participating entities.

| Entity Name *                           | Contact Name *                            | Phone Number * |
|---|---|----------------|
| City of Livermore (CA)                  | Jason Calkins - Public Works Supervisor   | 925-337-6981   |
| Lee County (FL)                         | Barnester Rowland - Facilities Supervisor | 239-707-6616   |
| San Diego Convention Center Corporation | Corey Albright - Chief Operating Officer  | 619-525-5320   |

**Table 11: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
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| 65 | Sales force.  | <p>Milliken employs approximately 100 sales professionals throughout the United States and Canada. These directly employed sales professionals cover every territory, region, state, and province in the United States, Canada, and US Territories. Milliken sales professionals are experts at serving all sectors utilized by the Sourcewell Contract.</p> <p>Also, as stated above, Milliken employs dedicated Directors for all institutional segments covered by the Sourcewell Contract who are committed to growing their segment business through the Sourcewell Contract if awarded.</p> <p>Milliken also has an extensive network of over 7,000 dealers that cover every territory, region, state, and province in the United States, Canada, and US Territories.</p> <p>There are no areas of coverage where we do not have sales professionals or dealers available to service Sourcewell Members if awarded.</p> <p>Our employed sales professionals are fully equipped, competent, and eager to handle all service functions.</p>   |
| 66 | Service force.  | <p>Milliken's service force and turnkey department is an experienced, qualified team of 380 direct Milliken employees, who are eager and ready to support all Sourcewell members throughout the United States, Canada, and US Territories. Milliken's service force includes the following departments that will support order entry to delivery of materials and services: customer service, visualization, manufacturing, supply chain, quality assurance and turnkey operations. Milliken's service force is located in LaGrange, Georgia.</p>   |
| 67 | Dealer network or other distribution methods.   | <p>Milliken has a dealer network of over 7,000 that will be authorized to utilize a Milliken Sourcewell contract if awarded at offered member pricing. Milliken will capture all invoiced sales by Milliken and will pay all applicable fees based on those sales invoiced by Milliken. Milliken's dealer network covers every territory, region, state, and province in the United States, Canada, and US Territories.</p>   |
| 68 | Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery. | <p>Milliken Services – Material and Installation:</p> <p>STEP 1: Participating Entity has internally approved a proposal provided by Milliken Services for material/installation.</p> <p>STEP 2: Participating Entity will provide Purchase Order or Signed Milliken Services proposal to the designated Milliken Services Project Manager via email.</p> <p>STEP 3: Milliken Services Project Manager will enter order.</p> <p>STEP 4: Order will receive production date and will also receive a projected ship date.</p> <p>STEP 5: Order Acknowledgement will be sent to Participating Entity via email.</p> <p>STEP 6: Material is Manufactured based on current lead times. If Ancillary products are also being provided, this could influence the installation date depending on if lead times are not aligned with Milliken produced material.</p> <p>STEP 7: Products are shipped and received by Installation Partner or site designated by Participating Entity per parameters proposed on quote.</p> <p>STEP 8: Delivery confirmation will be provided to Participating Entity by Milliken Services Project Manager.</p> |

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| 69 | Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).  | <p>Milliken Services has relationships with a national network of over 7,000 dealer/installation partners that includes full-service dealers and service providers of all sizes and certifications (including - SBE, WMBE, SDB, HUB, VOSB &amp; SDVOSB). Milliken Services LLC takes every opportunity to work with small businesses in all socio-economic categories when selecting installation partners.</p> <p>Milliken sales teams work daily in partnerships with our dealers/installation partners to fully support our customers. We will authorize dealers to utilize the Sourcewell Contract on our behalf if awarded.</p> <p>As we build these relations and the program, our primary objective is to ensure quality and adherence to installation specifications, which is of utmost importance when selecting an installation partner. The installation partner should be qualified and trained to install Milliken &amp; Company products as well as any ancillary products that may be required to complete the installation. All relevant factors are considered in the selection process to ensure that the installation partner that is chosen has the required experience as it pertains to each project. These factors include providing the needed workforce solution to maintain the customer schedule, communication, following safety protocol, sound logistical capabilities, and a strong track record of installation performance (minimal punch items) etc. Building this type of relationship is why we refer to them as our installation partners. Partnership is important as we work together to provide a desirable experience and world-class products to the Participating Entity.</p> |
| 70 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>We have a dedicated team of Customer Service professionals who are available to respond by email and phone within 24 hours to any customer request arising from a Sourcewell member if awarded. Milliken's turnaround response time goal for order entry is 24 hours.</p> <p>Milliken's ordering process is as follows:</p> <p>Customer Service receives a purchase order from the customer via email (govorders@milliken.com) or phone.</p> <p>Order entry process begins.</p> <p>Customer confirms the product(s) and quantities they are wanting to order and provide pricing that was quoted by their Milliken sales rep.</p> <p>Once the order is entered into our SAP system, then a financial review process happens.</p> <p>The customer receives an order confirmation with the estimated completion date. Order confirmations go out electronically and can be mailed to the account address in certain cases.</p>   |
| 71 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Milliken will provide product and turnkey/installation services to Sourcewell participating entities throughout the United States either directly through and by Milliken or through our extensive network of authorized dealers in the United States.  |
| 72 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Milliken will supply product either directly or through our extensive network of authorized dealers throughout Canada, and we can recommend those authorized dealers to provide labor services throughout Canada.   |
| 73 | Does Proposer intend to serve nonprofit agencies if awarded a contract?  | Yes, Milliken will service non-profit agencies if awarded the contract.   |
| 74 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Milliken will fully serve all areas of the United States and Canada.  |
| 75 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Milliken will fully serve government, education, and non-profit members of Sourcewell in the United States, Canada, and US Territories.   |

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| 76 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Milliken has no contract requirements or restrictions for participating entities in Hawaii, Alaska, and US Territories. | * |
|----|--|---|---|

**Table 12: Marketing Plan**

| Line Item | Question   | Response *  |   |
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| 77        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>The Milliken sales team, comprised of approximately 100 sales associates throughout the United States, Canada, and US Territories will promote the benefits of utilizing the Sourcewell Contract to existing Sourcewell Members in addition to recruiting and soliciting new members.</p> <p>Milliken has proven success in marketing and promoting National Cooperative Contracts, including Sourcewell. Sourcewell is a key contract that would drive our growth in the government, education, and non-profit segments. If awarded, we will implement the marketing plan with a focus on growing sales by utilizing the Sourcewell contract. We will develop and promote marketing materials as attached (two-page co-branded marketing brochure, co-branded look book, website, etc.), promote dealer training sessions throughout the year every year, and host mill trips for Sourcewell Members.</p> <p>In addition to our marketing plan, Milliken will continue to add additional regional resources by expanding our sales force, who will be dedicated to current Sourcewell members in addition to working to engage new members. We will also continue adding Regional Strategic Account Managers focused on institutional and contract sales.</p> <p>Upon award, Milliken's marketing plan will include, but is not limited to, the following:</p> <ol style="list-style-type: none"> <li>1. Milliken will plan to participate in all Sourcewell University Sessions and Sourcewell H2O. We will also have frequent communication with Sourcewell to discuss statutory regulations related to this contract and how to continue to raise customer market awareness.</li> <li>2. Milliken has a large dealer network with a lot of strong dealer partners. We host and will continue to host dealer trainings throughout the year for our dealer partners. These training sessions will include information on the Sourcewell contract and how to grow sales together using the Sourcewell contract. Dealer trainings will also include field training and travel throughout the United States and Canada.</li> <li>3. In addition to our Dealer specific training, Sourcewell training will also be included in our sales team and service team training sessions, and field travels throughout the year each year.</li> <li>4. Milliken will plan to incorporate the Sourcewell logo on the <a href="http://www.millikenfloors.com">www.millikenfloors.com</a> website, into our standard presentations, and marketing materials.</li> <li>5. We will promote the use of the Sourcewell contract as a purchasing vehicle with co-branded materials at tradeshow and will exhibit at select shows. We currently exhibit and attend NAEP, NIGP, NIGP District 6, and CAPPO. We will plan to continue exhibiting and attending these tradeshow and will add to the list as appropriate.</li> <li>6. We will market a two-page co-branded brochure and a look book of products tailored to the Sourcewell contract. These items will be available to the Milliken sales force to distribute to customers. These items will also be marketed at tradeshow where applicable. The brochure and look book are attached in the Marketing Plan/Samples section of uploaded documents.</li> <li>7. We will add the Sourcewell logo to our Government Segment webpage at <a href="http://www.millikenfloors.com">www.millikenfloors.com</a> under the State &amp; Local Contracts section. The Sourcewell logo will link to the Sourcewell website. A mockup of the webpage with the Sourcewell logo can be found attached to the Marketing Plan/Samples section of uploaded documents. The current webpage can be found at (Sourcewell logo to be added if awarded): <a href="https://www.milliken.com/en-us/businesses/floor-covering/segments/government">https://www.milliken.com/en-us/businesses/floor-covering/segments/government</a></li> </ol> | * |
| 78        | Describe your use of technology and  | Milliken is a leader in the industry with our digital tools and we continue to invest in new  |   |

digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

digital technology to better serve our clients. Below are some ways we use technology and digital data to enhance marketing effectiveness.

Website:

Milliken has a robust website at [www.millikenfloors.com](http://www.millikenfloors.com). Not only does it house information around who we are and benefits of our products, but it also houses our digital product catalog which includes content ranging from beautiful images of our products to the technical specification information of our products. Our website also has a visualizer (more info below), project profiles, installation information, adhesive information, warranty information, and dedicated webpages for specific segments.

Marketing Tools:

Milliken utilizes interactive brochure capabilities along with videos for product launches. These tools help walk you through the inspiration behind the product, the options available for the product, and examples of how the product can be used and installed. In addition to product specific marketing tools, Milliken's sales force will utilize several digital assets to promote the Sourcewell contract. As attached to this RFP response in the uploaded documents under the Marketing Plan/Samples, Milliken has created a digital look book and a digital two-page co-branded brochure to promote Milliken's partnership with Sourcewell.

Visualizer:

Milliken has a best-in-class visualizer housed at [www.millikenfloors.com](http://www.millikenfloors.com). This easy-to-use tool can be used by Sourcewell Members to customize room scenes with different patterns, colors, and layouts offered with Milliken products. There are several preloaded rooms to choose from and the user can customize the flooring within the room in just a click. The My Room Tool is an additional, unique feature that allows users to upload their own images and view Milliken flooring products in their own space. The direct link to the visualizer is:  
<http://milliken.esignserver1.com/gallery.do;jsessionid=B2686522D6BAB0AB696A989B3351A116>

Social Media:

Milliken sales associates consistently receive curated social media posts that they can use to post on their accounts. These are pushed to them via a digital content distribution platform to make it easy for them to share with their local markets.

Sales Enablement Tool:

Milliken sales associates utilize a sales enablement tool which allows them easy access to all of Milliken's digital tools and marketing assets. This tool also enables sales associates to send information quickly and easily to customers. Additionally, this platform provides specific analytics on the use of the tools shared to help us improve the effectiveness of our digital tools. This tool is linked to our Salesforce instance which provides additional data to help us continue to create relevant content for our clients.

VisionLAB:

VisionLAB is a Milliken team who offers Concept, Collaboration, and Creative services for our customers. The following services are available through Milliken's VisionLAB team:

Paper Samples: Our paper samples are high-resolution paper prints on matte paper, mailed directly to you. Designed to showcase product scale and color, samples are scaled and color-calibrated to closely match sample colors.

Room Scenes: Transform your design dream into reality. Our in-house team can provide floor covering design advice and offer hands-on collaboration with design teams. Our team will help you visualize your ideas by providing high-resolution room scenes, using either a

room from our VisionLAB image library or a photo/render of your own space.

Floor Plans: View your design concepts in a detailed 2D floor plan before a purchase decision is made. We can use your existing project architectural floor plans, or we can generate an architectural visualization based on similar spaces. Our rendered floor plans provide in-depth product details and specification information as well as showing suggested installation methods, zoning areas and pattern match. This helps to ensure complete accuracy at the point of final installation.

The coLABoratory: Experience next-level collaboration in VisionLAB's interactive design session, where we can modify 3D models of your space in real time. Make design selections and decisions efficiently with your team while receiving expert guidance on executing your project.

Fly-Through Videos: Our fly-through videos bring your project one step closer to realization. Receive a published fly-through of your space created by our Arch-Viz rendering specialists.

Estimates: Receive a detailed estimate before approving your project. Estimates budget flooring quantity by product type used in order to compare waste and installation methods. Product information, scope of work, and product size are all factored into the final estimate.

Carbon Calculator: Sustainability is at the core of what we do, and we share this passion with our clients. After you request an estimate from VisionLAB, we will use our Carbon Calculator to provide an estimated carbon offset for your project. We will provide estimates based on the quantity of product and bases selected, so that you can make the best decision for your project.

Seaming Diagrams: Install your flooring with ease. Seaming diagrams are supplied in a detailed 2D carpet layout and show the exact placement of carpet tiles on the floor plan, as well as an estimation of product requirements. Labeled and color-coded areas show each carpet tile depicted on the diagrams with directional arrows indicating carpet installation.

Project Management: People are at the core of VisionLAB and building strong client relationships is one of our priorities. Our team of project managers provides expert knowledge in the custom flooring process, working alongside you and your team to bring your vision to life. From project conception to completion, our team will serve as your personal resource.

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| 79 | <p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p> | <p>In Milliken's view, Sourcewell's role would be to educate potential Members on the benefits of using National Cooperative Contracts, including why and how they are compliant to use.</p> <p>Milliken will integrate a Sourcewell Awarded Contract into our contracts sales training with our sales professionals, dealers, and Sourcewell current and potential members.</p> <p>Milliken will promote the use of the Sourcewell contract as a purchasing vehicle with co-branded materials at tradeshow and will exhibit at select shows. We currently exhibit and attend NAEP, NIGP, NIGP District 6, and CAPPO. We will plan to continue exhibiting and attending these tradeshow and will add to the list as appropriate. We will also provide co-branded marketing materials at these tradeshow to our sales associates and these tools will be available to current and prospective Sourcewell Members as well.</p> <p>As also stated in question 77, The Milliken sales team, comprised of approximately 100 sales associates throughout the United States, Canada, and US Territories will promote the benefits of utilizing the Sourcewell Contract to existing Sourcewell Members in addition to recruiting and soliciting new members.</p> <p>Milliken will continue to add additional regional resources by expanding our sales force, who will be dedicated to current Sourcewell members in addition to working to engage new members. We will also continue adding Regional Strategic Account Managers focused on institutional and contract sales.</p> <p>If awarded, Milliken is also committed to the following directives:</p> <ol style="list-style-type: none"> <li>1. Milliken will plan to participate in all Sourcewell University Sessions and Sourcewell H2O. We will also have frequent communication with Sourcewell to discuss statutory regulations related to this contract and how to continue to raise customer market awareness.</li> <li>2. Milliken has a large dealer network with a lot of strong dealer partners. We host and will continue to host dealer trainings throughout the year for our dealer partners. These training sessions will include information on the Sourcewell contract and how to grow sales together using the Sourcewell contract. Dealer trainings will also include field training and travel throughout the United States and Canada.</li> <li>3. In addition to our Dealer specific training, Sourcewell training will also be included in our sales team and service team training sessions, and field travels throughout the year each year.</li> <li>4. Milliken will plan to incorporate the Sourcewell logo on the <a href="http://www.millikenfloors.com">www.millikenfloors.com</a> website, into our standard presentations, and marketing materials.</li> <li>5. We will promote the use of the Sourcewell contract as a purchasing vehicle with co-branded materials at tradeshow and will exhibit at select shows. We currently exhibit and attend NAEP, NIGP, NIGP District 6, and CAPPO. We will plan to continue exhibiting and attending these tradeshow and will add to the list as appropriate.</li> <li>6. We will market a two-page co-branded brochure and a look book of products tailored to the Sourcewell contract. These items will be available to the Milliken sales force to distribute to customers. These items will also be marketed at tradeshow where applicable. The brochure and look book are attached in the Marketing Plan/Samples section of uploaded documents.</li> <li>7. We will add the Sourcewell logo to our Government Segment webpage at <a href="http://www.millikenfloors.com">www.millikenfloors.com</a> under the State &amp; Local Contracts section. The Sourcewell logo will link to the Sourcewell website. A mockup of the webpage with the Sourcewell logo can be found attached to the Marketing Plan/Samples section of uploaded documents. The current webpage can be found at (Sourcewell logo to be added if awarded): <a href="https://www.milliken.com/en-us/businesses/floor-covering/segments/government">https://www.milliken.com/en-us/businesses/floor-covering/segments/government</a></li> </ol> |
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| 80 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Milliken is working on developing an e-procurement process that would allow Sourcewell Members if awarded to fulfill orders and quote requests through an online process. | * |
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Table 13: Value-Added Attributes

| Line Item | Question   | Response *  |   |
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| 81        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Milliken offers free training programs to participating entities through sales calls, which include product and service training by our employed sales professionals and our authorized dealers.</p> <p>Additionally, Milliken will invite Sourcewell participating entities to Milliken University for product and service training on site at Milliken Headquarters. This training is standard but optional for the participating entity. Milliken will provide the training, but the cost would be at the discretion of the participating entity's compliance rules, regulations, and laws. Milliken will cover allowable costs on an as needed basis when compliant.</p> <p>Milliken's Directors of Education, Government, Healthcare, and our Regional Strategic Account Managers will routinely travel throughout the United States, Canada, and US Territories to work with our sales professionals and dealers on training Sourcewell Members if awarded.</p>  | * |
| 82        | Describe any technological advances that your proposed products or services offer.   | <p>As stated in other answers. Milliken is a 158-year-old science-based company, focused on insights and innovation, with 90 PhD scientists on staff.</p> <p>As stated previously, WellBAC® Cushion Backing, Resilient Flooring, and Entrance Flooring Technology Benefits:</p> <ul style="list-style-type: none"> <li>•Acoustics: Noise causes stress and hinders concentration. That's why Milliken makes the quietest floors in the industry. The acoustic technology of our carpet tile reduces in-room and through-floor noise by up to 50% compared to other flooring.</li> </ul> <p>For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-10, Look Book page 6). Also please visit: <a href="https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits">https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits</a> and <a href="https://www.milliken.com/en-us/businesses/floor-covering/technical/acoustics">https://www.milliken.com/en-us/businesses/floor-covering/technical/acoustics</a>.</p> <ul style="list-style-type: none"> <li>•Moisture Mitigation: We developed flooring systems to avoid costly moisture mitigation. For example, our carpet's WellBAC® open cell backing allows the floor to breathe and moisture to evaporate. Both our carpet and LVT have one-step no-test warranty options, and you can save significantly on prep, materials, and installation.</li> </ul> <p>For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-12, MP-13, MP-14, MP-27, MP-28, MP-29, Look Book page 4). Also please visit: <a href="https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits">https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits</a> and <a href="https://www.milliken.com/en-us/businesses/floor-covering/technical/moisture-management">https://www.milliken.com/en-us/businesses/floor-covering/technical/moisture-management</a>.</p> <ul style="list-style-type: none"> <li>•Health and Wellness: Designing interiors that protect and enhance wellness is more important than ever. At Milliken, we select carpet materials that are Red List Free and PVC Free. We construct our carpet tiles with open-cell, cushion backing to mitigate moisture, reduce noise and improve comfort. And our OBEX™ entrance flooring keeps out moisture and contaminants, which can improve indoor air quality and cleanliness.</li> </ul> <p>For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2). Also please visit: <a href="https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits">https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits</a>.</p> <ul style="list-style-type: none"> <li>•Ergonomics: Our carpet and resilient flooring are more comfortable underfoot, which affects everyone in the workplace. In fact, our carpet's WellBAC® cushion backing can reduce muscle strain by as much as 24% compared to hardback carpet, which is especially important in sit-to-stand workplaces.</li> </ul> | * |

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-11, Look Book page 5 and 7). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/sit-to-stand>.

•Installation Cost Savings by Reduction in Floor Prep & Floor Compatibility: The cost of floor prep can make an unexpected impact on your project. But thanks to our engineered cushion carpet backing, you'll have minimal prep to do, saving time and money. Our tiles can be installed over old adhesives. It's seldom necessary to scarify or seal the floor. And you won't have to worry about telegraphing on poor subfloors.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2 and PR-4), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-15). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

•Durability: Our carpet and resilient products are made for high-traffic areas and won't lose their beauty like substandard floors do. Milliken WellBAC® open-cell cushion backing absorbs impact, extending life up to 50% longer than hardback. That's why our carpet leads the industry with a Lifetime Warranty. Our LVT outperforms other coatings in scuff, stain, and scratch resistance. Thanks to a 22mil wear layer it offers a best-in-class 22-year wear warranty.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-9). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

Printworks™ Technology:

Bring your creative vision to life in vibrant color. Milliken is backed by decades-long precision dye research and development, pushing the boundaries of what is possible. The precision of our Printworks™ precision dye technology allows our design engineers to individually color each fiber of flooring to match your project specifications and preferences. Ranging from boutique projects to large-scale installations, Printworks™ technology has the proven power to generate eye-catching floorscapes. With Milliken's Printworks™ technology, you can incorporate custom colors, school or brand logos, and other messaging into your flooring.

OBEX:

Milliken's entrance flooring is designed to prevent moisture, dirt, and other contaminants from entering your building. The use of nylon to act as a high-moisture-absorbing fiber and monofilament as an aggressive scraper creates a dual-action approach. Combining these two fibers with open-cut pile construction allows for the collection of all particulates. Milliken's OBEX™ entrance flooring tiles come standard with WellBAC® cushion backing and is available in a variety of patterns and colors to create a site-specific entry that works well with your overall design.

For more information, please view the attachments uploaded in the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-4, Look Book page 68). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/entrance-flooring>.

VisionLAB:

VisionLAB is a Milliken team who offers Concept, Collaboration, and Creative services for our customers. The following services are available through Milliken's VisionLAB team:

Project Management: People are at the core of VisionLAB, and building strong client relationships is one of our priorities. Our team of project managers provides expert knowledge in the custom flooring process, working alongside you and your team to bring your vision to life. From project conception to completion, our team will serve as your personal resource.

Paper Samples: Our paper samples are high-resolution paper prints on matte paper, mailed directly to you. Designed to showcase product scale and color, samples are scaled and

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|    |  | <p>color-calibrated to closely match sample colors.</p> <p>Room Scenes: Transform your design dream into reality. Our in-house team can provide floor covering design advice and offer hands-on collaboration with design teams. Our team will help you visualize your ideas by providing high-resolution room scenes, using either a room from our VisionLAB image library or a photo/render of your own space.</p> <p>Floor Plans: View your design concepts in a detailed 2D floor plan before a purchase decision is made. We can use your existing project existing architectural floor plans or we can generate an architectural visualization based on similar spaces. Our rendered floor plans provide in depth product details and specification information as well as showing suggested installation methods, zoning areas and pattern match. This helps to ensure complete accuracy at the point of final installation.</p> <p>The coLABoratory: Experience next-level collaboration in VisionLAB's interactive design session, where we can modify 3D models of your space in real time. Make design selections and decisions efficiently with your team while receiving expert guidance on executing your project.</p> <p>Fly-Through Videos: Our fly-through videos bring your project one step closer to realization. Receive a published fly-through of your space created by our Arch-Viz rendering specialists.</p> <p>Estimates: Receive a detailed estimate before approving your project. Estimates budget flooring quantity by product type used in order to compare waste and installation methods. Product information, scope of work, and product size are all factored into the final estimate.</p> <p>Carbon Calculator: Sustainability is at the core of what we do, and we share this passion with our clients. After you request an estimate from VisionLAB, we will use our Carbon Calculator to provide an estimated carbon offset for your project. We will provide estimates based on the quantity of product and bases selected, so that you can make the best decision for your project.</p> <p>Seaming Diagrams: Install your flooring with ease. Seaming diagrams are supplied in a detailed 2D carpet layout and show the exact placement of carpet tiles on the floor plan, as well as an estimation of product requirements. Labeled and color-coded areas show each carpet tile depicted on the diagrams with directional arrows indicating carpet installation.</p>  |
| 83 | Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Milliken has been a steward of the environment and for more than 100 years. The company was founded in 1865, and its first recycling policy was documented in 1900. It was this year that we began reusing packaging and textile materials in our operations. Soon after, in 1912, we began utilizing hydroelectric energy to power the textile plant. We installed a wastewater treatment system in 1962, prior to the establishment of the EPA and were the first carpet manufacturer to use landfill methane gas as an energy source. We are a signatory to the UN Global Compact and our sustainability strategy aligns with the UN Sustainable Development Goals. We are one of the world's most ethical companies, receiving the ethisphere award for the last 17 years. We are a founding member of the U.S Green building council and a founding member of WELL Living Lab.</p> <p>SBTi - In 2022, Milliken achieved a major milestone on our sustainability journey by announcing that we will become a net-zero company by 2050. Milliken is one of the first 50 companies in the world, and the first in South Carolina where our global headquarters is located, to have science-based near- and long-term targets approved by the U.N.-backed Science Based Targets initiative (SBTi). Milliken will reach net-zero greenhouse gas emissions across our value chain by the year 2050 compared to our 2018 base year. We will do this by reducing our scope 1, 2, and 3 emissions — all the direct and indirect emissions from the company. We established near-term targets for 2030 and long-term targets for 2050. Our targets have been approved by the Science Based Targets initiative, known as SBTi, a collective of international organizations dedicated to helping companies set emission reduction targets in line with climate science and the Paris Climate Agreement. These science-based targets will impact everything we do — from how we make products and interact with our supply chains to the ways we engage with our associates and reach out to the community. They will further empower our teams to reduce risks, drive efficiency, control costs, and identify new ways to deliver innovative solutions.</p> <p>Signatory to UN Global Compact - In addition to our goals, Milliken has reaffirmed our commitment to the U.N. Global Compact, its Ten Principles, and its mission to mobilize a global movement of companies and stakeholders to create a better world.</p> <p>Reporting - Reporting is informed by the following internationally recognized frameworks and</p> |

standards: Global Reporting Initiative (GRI™) Standards 2021; Sustainability Accounting Standards Board Standards (SASB™) [Building Products and Furnishings; Apparel, Accessories and Footwear; Containers and Packaging; and Chemicals] 2018; Task Force on Climate-Related Financial Disclosures (TCFD); United Nations Global Compact Early Adopter Enhanced Communication on Progress; and United Nations Sustainable Development Goals.

Global Reporting Initiative (GRI) - GRI is an independent international organization that helps Milliken understand and communicate our sustainability impacts.

Sustainability Accounting Standards Board (SASB) - We report to SASB's industry-specific standards for Building Products and Furnishings; Apparel, Accessories and Footwear; Containers and Packaging; and Chemicals.

Taskforce on Climate Related Financial Disclosures (TCFD) - TCFD provides a consistent framework for Milliken to provide climate-related risk disclosures to our stakeholders.

United Nations Global Compact Communications on Progress (UNGC) -

Milliken supports the Ten Principles of the UNGC in the areas of human rights, labor, environment, and anti-corruption.

United Nations Sustainable Development Goals Alignment - The UN SDGs and the 2030 Agenda for Sustainable Development guide our collaborative mindset to addressing social, environmental, and economic challenges. We aim to minimize our negative impact and maximize positive contribution across the areas covered by the SDGs, with a focus on our highest impact areas.

For more information, please view the attachments uploaded in the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-16 – MP-24, Look Book page 3 and 8). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/carbon-neutral-products>, <https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/third-party-certifications>, <https://www.milliken.com/en-us/sustainability>, and <https://www.milliken.com/en-us/sustainability/net-zero>.

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| 84 | Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant). | <p>Milliken invests heavily into R&amp;D. As a founding member of the WELL Living Lab, we focus heavily on the health and wellness attributes of our products. All Milliken modular carpets contribute to human and climate health outcomes, are Cradle to Cradle™ Silver Certified, and carry Environmental and Health Product Declarations, which contribute to LEED™ and WELL™ certifications.</p> <p>Milliken was the first company to develop and offer cushion-backed carpet tile and is now the recognized leader in this technology. Milliken's WellBAC® comfort cushion backing supports sit-to-stand ergonomic requirements, reducing muscle strain by up to 24% when standing. Additionally, our cushion backing offers superior sound absorption and thermal resistance, absorbing 50% more sound than hardback carpet tiles. Acting as a built-in moisture solution, Milliken's WellBAC® cushion backing has inherent moisture-wicking technology that allows water to evaporate and escape from underneath carpet tiles, eliminating the risk of mold and moisture-related problems. This technology is so effective, we offer a lifetime warranty for no moisture build up under the carpet tiles. Milliken has never had a single moisture claim!</p> <p>Additionally, all Milliken WellBAC® modular carpets carry Declare transparency labels and are third-party verified to be free of the 22 Red List chemicals defined in the Living Building Challenge™. All carpet tile products are PVC-free, chlorine-free, and are manufactured with alternative energy.</p> <p>All Milliken floor covering products are third-party certified Green Label Plus for Indoor Air Quality by CRI.</p> <p>M/PACT - At Milliken Floor Covering, we feel the urgency to take action. That's why we launched the M/PACT™ carbon neutral program. Today, our carpet, LVT, and entryway tiles are carbon neutral everywhere in the world. The fight against climate change must be a priority for all of us. We will continue to invest in new technology and create flooring products that enable you to make better choices.</p> <p>For more information, please view the attachments uploaded in the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-16 – MP-24, Look Book page 3 and 8). Also please visit: <a href="https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/carbon-neutral-products">https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/carbon-neutral-products</a>, <a href="https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/third-party-certifications">https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/third-party-certifications</a>, <a href="https://www.milliken.com/en-us/sustainability">https://www.milliken.com/en-us/sustainability</a>, and <a href="https://www.milliken.com/en-us/sustainability/net-zero">https://www.milliken.com/en-us/sustainability/net-zero</a></p> |
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| 85 | <p>Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p> | <p>All Milliken modular carpets are Cradle to Cradle™ Silver certified, certified Gold/Platinum through NSF-140 (a Carpet specific multi-attribute Sustainability 3rd party certification), and UL certified. All Milliken modular carpets carry third party verified Environmental and Health Product Declarations (EPDs and HPDs). Additionally, all Milliken WellBAC® modular carpets carry Declare transparency labels and are third-party verified to be free of the 22 Red List chemicals defined in the Living Building Challenge™. All carpet tile products are PVC-free, chlorine-free, and are manufactured with alternative energy. Milliken LVT products carry third party verified Declare transparency labels.</p> <p>All Milliken floor covering products are third-party certified Green Label Plus for Indoor Air Quality by CRI. LVT products also carry FloorScore certification. Milliken floor covering products are certified to contribute to LEED v4 Material and Resources Option 3 - Supply Chain Optimization credit, and WELL Building certifications.</p> <p>All Milliken floor covering products are third-party certified Green Label Plus for Indoor Air Quality by CRI. LVT products also carry FloorScore certification. Milliken floor covering products are certified to contribute to LEED v4 Material and Resources Option 3 - Supply Chain Optimization credit, and WELL Building certifications.</p> <p>All carpet manufacturing sites are ISO-14001 Certified, the highest global standard for environmental responsibility.</p> <p>In 2022, Milliken received an EcoVadis Gold rating, placing us in the top 7% of companies rated globally. EcoVadis is an ESG rating for global supply chains that covers a broad range of non-financial management systems. That includes Environmental, Labor &amp; Human Rights, Ethics and Sustainable Procurement impacts. This is submitted corporately, and encompasses all divisions.</p> <p>Another standard is the Carbon Disclosure project, or CDP which is a popular reporting framework that companies use to disclose environmental information to stakeholders. There are three categories one can report on; climate change, water security, and forests.</p> <p>We were rated B for tackling climate change in 2021.</p> <p>For more information, please view the attachments uploaded in the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-16 – MP-24, Look Book page 3 and 8). Also please visit: <a href="https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/carbon-neutral-products">https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/carbon-neutral-products</a>, <a href="https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/third-party-certifications">https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/third-party-certifications</a>, <a href="https://www.milliken.com/en-us/sustainability">https://www.milliken.com/en-us/sustainability</a>, and <a href="https://www.milliken.com/en-us/sustainability/net-zero">https://www.milliken.com/en-us/sustainability/net-zero</a>.</p> |
| 86 | <p>Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.</p>   | <p>Milliken is not certified as a small business in any category. However, we have an extensive network of small business dealers in all socio-economic categories we will authorize to utilize and promote the Sourcwell contract with Milliken if awarded. Our commitment to small business utilization extends throughout Milliken &amp; Company with over \$100M in annual spend to certified small businesses in all socio-economic categories.</p>   |
| 87 | <p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>  | <p>Milliken is a 158-year-old science-based company, focused on insights and innovation, with 90 PhD scientists on staff. Milliken is more than a flooring manufacturer. Milliken is a diverse company focused on Performance Textiles, Specialty Chemicals, Healthcare, and Floor Covering, with research and innovation at the heart of the company. There is shared science between businesses to maximize quality and functionality of our products.</p> <p>Milliken's carpet tile comes standard with WellBAC® cushion backing, where the industry is standardized on hardback carpet tile. WellBAC® cushion backing is an open-cell cushion backing that provides several benefits that hardback carpet tile does not provide.</p>   |

As stated previously, WellBAC® Cushion Backing, Resilient Flooring, and Entrance Flooring Technology Benefits:

- **Durability:** Milliken's carpet and resilient products are made for high-traffic areas and won't lose their beauty like substandard floors do. Milliken's WellBAC® open-cell cushion backing absorbs impact, extending life up to 50% longer than hardback carpet. That's why our carpet leads the industry with a Lifetime Warranty. Our LVT outperforms other coatings in scuff, stain, and scratch resistance. Thanks to a 22mil wear layer it offers a best-in-class 22-year wear warranty.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-9). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- **Moisture Mitigation:** Milliken developed flooring systems to avoid costly moisture mitigation. For example, our carpet's WellBAC® open cell cushion backing allows the floor to breathe and moisture to evaporate, where hardback products can cause the vapor to get trapped, turning into liquid water. Milliken offers one-step no-test warranty options, and you can save significantly on prep, materials, and installation.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-12, MP-13, MP-14, MP-27, MP-28, MP-29, Look Book page 4). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/moisture-management>.

- **Acoustics:** Noise causes stress and hinders concentration. That's why Milliken makes the quietest floors in the industry. The acoustic technology of our carpet tile reduces in-room and through-floor noise by up to 50% compared to other flooring.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-10, Look Book page 6). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/acoustics>.

- **Health and Wellness:** Designing interiors that protect and enhance wellness is more important than ever. At Milliken, we select carpet materials that are Red List Free and PVC Free. We construct our carpet tiles with open-cell, cushion backing to mitigate moisture, reduce noise and improve comfort. And our OBEX™ entrance flooring keeps out moisture and contaminants, which can improve indoor air quality and cleanliness.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- **Ergonomics:** Our carpet and resilient flooring are more comfortable underfoot, which affects everyone in the workplace. In fact, our carpet's WellBAC® cushion backing can reduce muscle strain by as much as 24% compared to hardback carpet, which is especially important in sit-to-stand workplaces.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-11, Look Book page 5 and 7). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits> and <https://www.milliken.com/en-us/businesses/floor-covering/technical/sit-to-stand>.

- **Installation Cost Savings by Reduction in Floor Prep & Floor Compatibility:** The cost of floor prep can make an unexpected impact on your project. But thanks to Milliken's engineered cushion carpet backing, you'll have minimal prep to do, saving time and money. Our tiles can be installed over old adhesives. It's seldom necessary to scarify or seal the floor. And you won't have to worry about telegraphing on poor subfloors.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2 and PR-4), the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-2, MP-15). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits>.

- **Carbon Neutral:** Milliken carpet, resilient, and entrance tiles are carbon neutral everywhere

in the world. As part of our M/PACT program, great care is taken when selecting materials, manufacturing products, and delivering them to our customers. We believe it takes humans to protect humanity, so let's work together in the fight against climate change.

For more information, please view the attachments uploaded in the Pricing Section (Milliken Pricing PR-2). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/mpact-our-planet/carbon-neutral-products>.

#### Printworks™ Technology:

In addition to Solution Dyed Nylon (SDN) products, Milliken also offers products that use our proprietary Printworks™ Precision Dye method. Printworks™ allows your creative vision to come to life in vibrant color. Milliken is backed by decades-long precision dye research and development, pushing the boundaries of what is possible. The precision of our Printworks™ precision dye technology allows our design engineers to individually color each fiber of flooring to match your project specifications and preferences. Ranging from boutique projects to large-scale installations, Printworks™ technology has the proven power to generate eye-catching floorscapes. With Milliken's Printworks™ technology, you can incorporate custom colors, school or brand logos, and other messaging into your flooring.

#### OBEX™ Entrance Flooring:

Milliken's entrance flooring is designed to prevent moisture, dirt, and other contaminants from entering your building. The use of nylon to act as a high-moisture-absorbing fiber and monofilament as an aggressive scraper creates a dual-action approach. Combining these two fibers with open-cut pile construction allows for the collection of all particulates. Milliken's OBEX™ entrance flooring tiles come standard with WellBAC® cushion backing and is available in a variety of patterns and colors to create a site-specific entry that works well with your overall design.

For more information, please view the attachments uploaded in the Marketing Plan/Samples section (Milliken Marketing Plan/Samples MP-4, Look Book page 68). Also please visit: <https://www.milliken.com/en-us/businesses/floor-covering/technical/entrance-flooring>.

#### VisionLAB:

VisionLAB is a Milliken team who offers Concept, Collaboration, and Creative services for our customers. The following services are available through Milliken's VisionLAB team:

- **Project Management:** People are at the core of VisionLAB, and building strong client relationships is one of our priorities. Our team of project managers provides expert knowledge in the custom flooring process, working alongside you and your team to bring your vision to life. From project conception to completion, our team will serve as your personal resource.
- **Paper Samples:** Our paper samples are high-resolution paper prints on matte paper, mailed directly to you. Designed to showcase product scale and color, samples are scaled and color-calibrated to closely match sample colors.
- **Room Scenes:** Transform your design dream into reality. Our in-house team can provide floor covering design advice and offer hands-on collaboration with design teams. Our team will help you visualize your ideas by providing high-resolution room scenes, using either a room from our VisionLAB image library or a photo/render of your own space.
- **Floor Plans:** View your design concepts in a detailed 2D floor plan before a purchase decision is made. We can use your existing architectural floor plans or we can generate an architectural visualization based on similar spaces. Our rendered floor plans provide in depth product details and specification information as well as showing suggested installation methods, zoning areas and pattern match. This helps to ensure complete accuracy at the point of final installation.
- **The coLABoratory:** Experience next-level collaboration in VisionLAB's interactive design session, where we can modify 3D models of your space in real time. Make design selections and decisions efficiently with your team while receiving expert guidance on executing your project.
- **Fly-Through Videos:** Our fly-through videos bring your project one step closer to realization. Receive a published fly-through of your space created by our Arch-Viz rendering

specialists.

- Estimates: Receive a detailed estimate before approving your project. Estimates budget flooring quantity by product type used in order to compare waste and installation methods. Product information, scope of work, and product size are all factored into the final estimate.
- Carbon Calculator: Sustainability is at the core of what we do, and we share this passion with our clients. After you request an estimate from VisionLAB, we will use our Carbon Calculator to provide an estimated carbon offset for your project. We will provide quantities based on the repeat sizes or product and bases selected, so that you can make the best decision for your project.
- Seaming Diagrams: Install your flooring with ease. Seaming diagrams are supplied in a detailed 2D carpet layout and show the exact placement of carpet tiles on the floor plan, as well as an estimation of product requirements. Labeled and color-coded areas show each carpet tile depicted on the diagrams with directional arrows indicating carpet installation.

Milliken Warranties:

Milliken Commercial Modular Carpet Warranties:

FACE FIBER WEAR

STAINING/SOILING RESISTANCE (StainSmart®)

COLOR PATTERN PERMANENCY

DELAMINATION OF BACKING

EDGE RAVEL

TUFT BIND

FLOOR COMPATIBILITY

ANTISTATIC

FLAMMABILITY

CUSHION RESILIENCY

DIMENSIONAL STABILITY

FLOOR RELEASE

TOP-DOWN MOISTURE RESISTANCE

SPECIALTY PRODUCT LIMITED WARRANTIES:

TRACTIONBACK® MODULAR CARPET

SITE RELATED SOLUTIONS

Additional warranties may apply when Milliken Non-Reactive Standard or Milliken Mosaic Moisture XT Adhesive is used with Milliken Modular Carpet Tile.

Milliken Non-Reactive Standard Adhesive Warranty:

Limited Warranty

Milliken Mosaic Moisture XT Spray Adhesive Warranty:

Limited Warranty

Milliken Commercial Resilient Flooring Warranty:

Manufacturing Defect Warranty

Wear Warranty

Milliken Commercial Broadloom Carpet Warranties:

Wear

STAINING/SOILING RESISTANCE (StainSmart®)

STATIC GENERATION

MATTING AND CRUSHING

FLAMMABILITY

COLORFASTNESS

DELAMINATION OF BACKING

EDGE RAVEL

TUFT BIND

SPECIALTY PRODUCT LIMITED WARRANTIES:

BLEACH RESISTANCE (ColorSeal®)

CUSHION RESILIENCY (Cushion-Loc™ backing)

MOISTURE BARRIER (Moisture-Bloc™ backing)

MOISTURE PENETRATION (Moisture-Bloc™ backing)

Milliken Entrance Flooring Products Warranties:

FACE FIBER WEAR

COLOR PATTERN PERMANENCY

DELAMINATION OF BACKING

EDGE RAVEL

TUFT BIND

FLOOR COMPATIBILITY

MOISTURE RESISTANCE

ANTISTATIC

CUSHION RESILIENCY

DIMENSIONAL STABILITY

FLOOR RELEASE

MILLIKEN SERVICES, LLC – INSTALLATION WARRANTY:

Milliken Services, LLC (“Milliken”) hereby warrants all installation labor for a period of 1 year from the substantial completion of installation. This Installation Warranty applies to commercial installation of new products manufactured by and purchased from Milliken or its affiliates and installed by Milliken or its installation partners.

The installed products must be maintained in accordance with Milliken & Company’s care and maintenance guidelines.

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|  |  | <p>Failure to conform to these requirements will result in loss of the Installation Warranty coverage.</p> <p>In addition, Milliken only provides this Installation Warranty based on current acceptable MVER/RH/pH levels of the substrate. Provided that the condition of the substrate does not exceed Milliken &amp; Company's published In-situ RH, CaCl/MVER, and pH readings for the period of this Installation Warranty, Milliken will provide a 1-year warranty on installation labor to accompany the product warranty on the Milliken product being installed.</p> <p>Any claim submitted under this Installation Warranty must be accompanied with written verification that proper maintenance, per Milliken &amp; Company's requirements, was implemented prior to, or directly after the installation of the new Milliken product. If the Milliken product has not been maintained per Milliken &amp; Company's written instructions, the Installation Warranty will not be honored under any claim filed against product or installation.</p> <p>Purchaser's exclusive remedy for any and all losses or damages resulting from defective installation shall be the repair or replacement of the installed Milliken product in the affected area, as determined by Milliken in its sole discretion.</p> <p>Milliken's obligation hereunder shall not include payment of any indirect costs or incidental or consequential damages arising from the defective installation or the replacement or repair of the installed Milliken product. Purchaser must provide reasonable cooperation to facilitate Milliken's repair or replacement in the affected area.</p> <p>This Installation Warranty does not apply to:</p> <ul style="list-style-type: none"> <li>&gt; Repairs necessitated by abuse, flooding, or improper maintenance.</li> <li>&gt; Damage or deterioration caused by improper site conditions that have not been adequately corrected per "CRI Carpet Installation Standard" recommendations.</li> <li>&gt; Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation.</li> </ul> <p>Claims Procedure:</p> <p>In the event there is a need to file a warranty claim, we have a dedicated team of Quality Assurance associates who will work directly with the customer to understand any issue and develop a remediation plan to gain resolution. Each situation is different, so we work closely with each customer to understand their concerns, perform any testing or inspections necessary and then develop a plan to correct any issues as quickly as possible, with minimal disruption.</p> |
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**Table 14A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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| 88 | Do your warranties cover all products, parts, and labor? | <p>Yes. Milliken warranties cover all products, parts, and labor.</p> <p>For each of the products and services provided by Milliken &amp; Company, there is a specific warranty stating the coverage terms and conditions. We believe we offer the best and most comprehensive warranties in the industry that provide our customers with a peace of mind that not only has Milliken provided a superior product, but also provide a warranty that covers any product failure. For instance, our cushion-backed modular carpet tile comes with 13 different lifetime warranties that cover essentially every product performance expectation.</p> <p>In the event there is a need to file a warranty claim, we have a dedicated team of Quality Assurance associates who will work directly with the customer to understand any issue and develop a remediation plan to gain resolution. Each situation is different, so we work closely with each customer to understand their concerns, perform any testing or inspections necessary and then develop a plan to correct any issues as quickly as possible, with minimal disruption.</p> |
|----|--|---|

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| 89 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | <p>Milliken Services, LLC ("Milliken") hereby warrants all installation labor for a period of 1 year from the substantial completion of installation. This Installation Warranty applies to commercial installation of new products manufactured by and purchased from Milliken or its affiliates and installed by Milliken or its installation partners.</p> <p>The installed products must be maintained in accordance with Milliken &amp; Company's care and maintenance guidelines.</p> <p>Failure to conform to these requirements will result in loss of the Installation Warranty coverage.</p> <p>In addition, Milliken only provides this Installation Warranty based on current acceptable MVER/RH/pH levels of the substrate. Provided that the condition of the substrate does not exceed Milliken &amp; Company's published In-situ RH, CaCl/MVER, and pH readings for the period of this Installation Warranty, Milliken will provide a 1-year warranty on installation labor to accompany the product warranty on the Milliken product being installed.</p> <p>Any claim submitted under this Installation Warranty must be accompanied with written verification that proper maintenance, per Milliken &amp; Company's requirements, was implemented prior to, or directly after the installation of the new Milliken product. If the Milliken product has not been maintained per Milliken &amp; Company's written instructions,</p> <p>the Installation Warranty will not be honored under any claim filed against product or installation.</p> <p>Purchaser's exclusive remedy for any and all losses or damages resulting from defective installation shall be the repair or replacement of the installed Milliken product in the affected area, as determined by Milliken in its sole discretion. Milliken's obligation hereunder shall not include payment of any indirect costs or incidental or consequential damages arising from the defective installation or the replacement or repair of the installed Milliken product. Purchaser must provide reasonable cooperation to facilitate Milliken's repair or replacement in the affected area.</p> <p>This Installation Warranty does not apply to:</p> <ul style="list-style-type: none"> <li>&gt; Repairs necessitated by abuse, flooding, or improper maintenance.</li> <li>&gt; Damage or deterioration caused by improper site conditions that have not been adequately corrected per "CRI Carpet Installation Standard" recommendations.</li> <li>&gt; Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation.</li> </ul> <p>Yes, our warranties contain very specific restrictions and conditions that could impact warranty coverage for Milliken Floor Coverings. However, they are very reasonable and all fall under the category of "Normal Fit for Use" conditions. For instance, we state that our product must be installed indoors and away from the natural weather elements, like rain. The details are listed in each of the different product warranties, which are attached and available on our website.</p> | * |
| 90 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | If technician time & travel is necessary in order to effectively resolve a claim situation of a valid Milliken warranty issue, that labor and travel time will be covered by Milliken.   | * |
| 91 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | <p>Our Milliken technicians and technical staff can fully cover any region in United States and Canada.</p> <p>In the event there is a need to file a warranty claim, we have a dedicated team of Quality Assurance associates who will work directly with the customer to understand any issue and develop a remediation plan to gain resolution. Each situation is different, so we work closely with each customer to understand their concerns, perform any testing or inspections necessary and then develop a plan to correct any issues as quickly as possible, with minimal disruption.</p>  | * |

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| 92 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Yes, Milliken will cover warranty service for items made by other manufacturers that are part of our proposal. Any valid claim regarding the installation of these products will be managed by Milliken Services. *   |
| 93 | What are your proposed exchange and return programs and policies?  | Milliken is largely a make to order business. In the event that a return request has been made, we will evaluate several factors including the reason for the return, the product's sales history, and general business conditions to see if a return may be authorized. If a return is authorized, then it may come with a restock fee up to 40%. All questions should be directed to the Quality Assurance department. *  |
| 94 | Describe any service contract options for the items included in your proposal.   | <p>Milliken Services, LLC ("Milliken") hereby warrants all installation labor for a period of 1 year from the substantial completion of installation. This Installation Warranty applies to commercial installation of new products manufactured by and purchased from Milliken or its affiliates and installed by Milliken or its installation partners.</p> <p>The installed products must be maintained in accordance with Milliken &amp; Company's care and maintenance guidelines.</p> <p>Failure to conform to these requirements will result in loss of the Installation Warranty coverage.</p> <p>In addition, Milliken only provides this Installation Warranty based on current acceptable MVER/RH/pH levels of the substrate. Provided that the condition of the substrate does not exceed Milliken &amp; Company's published In-situ RH, CaCl/MVER, and pH readings for the period of this Installation Warranty, Milliken will provide a 1-year warranty on installation labor to accompany the product warranty on the Milliken product being installed.</p> <p>Any claim submitted under this Installation Warranty must be accompanied with written verification that proper maintenance, per Milliken &amp; Company's requirements, was implemented prior to, or directly after the installation of the new Milliken product. If the Milliken product has not been maintained per Milliken &amp; Company's written instructions, the Installation Warranty will not be honored under any claim filed against product or installation. *</p> <p>Purchaser's exclusive remedy for any and all losses or damages resulting from defective installation shall be the repair or replacement of the installed Milliken product in the affected area, as determined by Milliken in its sole discretion.</p> <p>Milliken's obligation hereunder shall not include payment of any indirect costs or incidental or consequential damages arising from the defective installation or the replacement or repair of the installed Milliken product. Purchaser must provide reasonable cooperation to facilitate Milliken's repair or replacement in the affected area.</p> <p>This Installation Warranty does not apply to:</p> <ul style="list-style-type: none"> <li>&gt; Repairs necessitated by abuse, flooding, or improper maintenance.</li> <li>&gt; Damage or deterioration caused by improper site conditions that have not been adequately corrected per "CRI Carpet Installation Standard" recommendations.</li> <li>&gt; Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation.</li> </ul> |

#### Table 14B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *   |
|-----------|--|--|
| 95        | Describe any performance standards or guarantees that apply to your services | <p>Milliken Commercial Modular Carpet Warranties:</p> <p>FACE FIBER WEAR</p> |

STAINING/SOILING RESISTANCE (StainSmart®)

COLOR PATTERN PERMANENCY

DELAMINATION OF BACKING

EDGE RAVEL

TUFT BIND

FLOOR COMPATIBILITY

ANTISTATIC

FLAMMABILITY

CUSHION RESILIENCY

DIMENSIONAL STABILITY

FLOOR RELEASE

TOP-DOWN MOISTURE RESISTANCE

SPECIALTY PRODUCT LIMITED WARRANTIES:

TRACTIONBACK® MODULAR CARPET

SITE RELATED SOLUTIONS

Additional warranties may apply when Milliken Non-Reactive Standard or Milliken Mosaic Moisture XT Adhesive is used with Milliken Modular Carpet Tile.

Milliken Non-Reactive Standard Adhesive Warranty:

Limited Warranty

Milliken Mosaic Moisture XT Spray Adhesive Warranty:

Limited Warranty

Milliken Commercial Resilient Flooring Warranty:

Manufacturing Defect Warranty

Wear Warranty

Milliken Commercial Broadloom Carpet Warranties:

Wear

STAINING/SOILING RESISTANCE (StainSmart®)

STATIC GENERATION

MATTING AND CRUSHING

FLAMMABILITY

COLORFASTNESS

DELAMINATION OF BACKING

EDGE RAVEL

TUFT BIND

SPECIALTY PRODUCT LIMITED WARRANTIES:

BLEACH RESISTANCE (ColorSeal®)  
CUSHION RESILIENCY (Cushion-Loc™ backing)  
MOISTURE BARRIER (Moisture-Bloc™ backing)  
MOISTURE PENETRATION (Moisture-Bloc™ backing)

Milliken Entrance Flooring Products Warranties:

FACE FIBER WEAR  
COLOR PATTERN PERMANENCY  
DELAMINATION OF BACKING  
EDGE RAVEL  
TUFT BIND  
FLOOR COMPATIBILITY  
MOISTURE RESISTANCE  
ANTISTATIC  
CUSHION RESILIENCY  
DIMENSIONAL STABILITY  
FLOOR RELEASE

MILLIKEN SERVICES, LLC – INSTALLATION WARRANTY

Milliken Services, LLC (“Milliken”) hereby warrants all installation labor for a period of 1 year from the substantial completion of installation. This Installation Warranty applies to commercial installation of new products manufactured by and purchased from Milliken or its affiliates and installed by Milliken or its installation partners.

The installed products must be maintained in accordance with Milliken & Company’s care and maintenance guidelines.

Failure to conform to these requirements will result in loss of the Installation Warranty coverage.

In addition, Milliken only provides this Installation Warranty based on current acceptable MVER/RH/pH levels of the substrate. Provided that the condition of the substrate does not exceed Milliken & Company’s published In-situ RH, CaCl/MVER, and pH readings for the period of this Installation Warranty, Milliken will provide a 1-year warranty on installation labor to accompany the product warranty on the Milliken product being installed.

Any claim submitted under this Installation Warranty must be accompanied with written verification that proper maintenance, per Milliken & Company’s requirements, was implemented prior to, or directly after the installation of the new Milliken product. If the Milliken product has not been maintained per Milliken & Company’s written instructions, the Installation Warranty will not be honored under any claim filed against product or installation.

Purchaser’s exclusive remedy for any and all losses or damages resulting from defective installation shall be the repair or replacement of the installed Milliken product in the affected area, as determined by Milliken in its sole discretion.

Milliken’s obligation hereunder shall not include payment of any indirect costs or incidental or consequential damages arising from the defective installation or the replacement or repair of the installed Milliken product. Purchaser must provide reasonable cooperation to facilitate Milliken’s repair or replacement in the affected area.

This Installation Warranty does not apply to:

|    |  |   |   |
|----|--|---|---|
|    |  | <p>&gt; Repairs necessitated by abuse, flooding, or improper maintenance.</p> <p>&gt; Damage or deterioration caused by improper site conditions that have not been adequately corrected per "CRI Carpet Installation Standard" recommendations.</p> <p>&gt; Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation.</p>  |   |
| 96 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | Milliken Services has maintained a 96% on time delivery rate over the past 5 years. As previously mentioned, a standard 1-year warranty is provided on installation and workmanship for each project. Upon completion of each project, the Participating Entity will receive a Customer Sign Off Form to confirm that all specifications and installation have been performed to their satisfaction. If there are items of concern, these will be addressed and used to improve service levels and performance with our installation partners for future projects. Milliken has in-depth installation guidelines that must be followed during installation. These instructions are available and provided to our installation partners to ensure the proper installation is performed for each project. Over the past 5 years, Milliken Services has held less than a 1% claims ratio related to installation. Milliken Services is committed to providing superior service and issue resolution if there are installation opportunities or issues. | * |

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Milliken Pricing Overview & Price List.zip - Tuesday June 13, 2023 09:27:02
  - [Financial Strength and Stability](#) - Milliken Financial Overview and Capabilities Letter.pdf - Friday June 09, 2023 14:21:00
  - [Marketing Plan/Samples](#) - Milliken Marketing Plan - Samples.zip - Friday June 09, 2023 14:25:37
  - [WMBE/MBE/SBE or Related Certificates](#) - Milliken WMBE, MBE, SBE or Related Certifications Overview.pdf - Friday June 09, 2023 11:27:36
  - [Warranty Information](#) - Milliken Warranties.zip - Friday June 09, 2023 11:28:39
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Wednesday June 07, 2023 14:59:18
  - [Requested Exceptions](#) - Sourcewell Terms and Conditions Requested Exceptions.pdf - Friday June 09, 2023 11:34:34
  - [Upload Additional Document](#) - Milliken Look Book.pdf - Friday June 09, 2023 14:36:02

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tamlin Antoine, Director of Government Sales & Institutional Contracts, Milliken Services, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_7_RFP_061323_Flooring</b><br>Fri June 2 2023 03:02 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_6_RFP_061323_Flooring</b><br>Tue May 30 2023 03:03 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_5_RFP_061323_Flooring</b><br>Tue May 23 2023 03:08 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_4_RFP_061323_Flooring</b><br>Thu May 18 2023 01:36 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_3_RFP_061323_Flooring</b><br>Wed May 17 2023 04:25 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_RFP_061323_Flooring</b><br>Tue May 16 2023 03:20 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_RFP_061323_Flooring</b><br>Tue May 9 2023 09:07 AM  | <input checked="" type="checkbox"/>                                | 1     |