



**Alternate Contract Source (ACS)
No. 30161700-24-SRCWL-ACS**

For

Flooring Materials, with Related Supplies and Services

This Alternate Contract Source No. 30161700-24-SRCWL-ACS for Flooring Materials, with Related Supplies and Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Milliken Services, LLC (Contractor), located at 920 Milliken Road, Spartanburg, SC 29303 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, Sourcewell, a State of Minnesota local government agency and service cooperative, competitively procured Flooring Materials, with Related Supplies and Services and executed Contract No. 061323-MAC, Flooring Materials, with Related Supplies and Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective August 11, 2023, and its term currently ends on August 9, 2027. The Master Contract has three years of renewals available. The Contract will become effective on February 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on August 9, 2027, unless terminated earlier or renewed in accordance with this Contract.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement

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the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: [Price Sheet](#)
- e) Exhibit D: Preferred Pricing Affidavit
- f) Exhibit E: [Master Contract](#) (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Joseph Thomas
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Joseph.Thomas@dms.fl.gov

Contractor's Contract Manager:

Stephen Matthews
Milliken Services, LLC
920 Milliken Road, M-620
Spartanburg, SC 29303
Telephone: (864) 706-1534
Email: Stephen.Matthews@milliken.com

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5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

MILLIKEN SERVICES, LLC

DocuSigned by:

Patrick Keese

49574DC5E108456

**Patrick Keese, President of Floor
Covering Division**

4/1/2024 | 10:26 AM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

Pedro Allende

C94713929499485

Pedro Allende, Secretary

4/1/2024 | 2:51 PM EDT

Date:



EXHIBIT A ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions. (Keep if commodities related or applicable)
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

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

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

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

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

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.
- 1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly

Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
 - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

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

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
 - a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance

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

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

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

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

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

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

5.5 Scrutinized Companies - Termination by the Department.

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

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the

public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-15958>.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-14614>.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.

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

Exhibit B

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

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

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

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

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

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

3.6 Annual Appropriation.

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

3.7 Transaction Fees.

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

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

4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

4.4 Contractor's Contract Manager.

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

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

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

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

4.6 RESPECT.

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

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

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

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

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

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

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

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

6.10 Cooperative Purchasing.

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

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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

7.4 Performance Bond.

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

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

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

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

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

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

8.2.2 Public Records Requests.

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

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

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

8.4.2 Patentable Inventions or Discoveries.

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

8.4.3 Copyrightable Works.

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

11.3 Performance Delay.

11.3.1 Notification.

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

11.3.2 Liquidated Damages.

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

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

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

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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

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

**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.

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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:

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- 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

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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

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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.

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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

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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

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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

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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.

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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

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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

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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

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell 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

8/4/2023 | 2:20 PM CDT
Date: _____

DocuSigned by:
Tamlin Antoine
By: 88A701A66E0B453...

Tamlin Antoine
Title: Director of Government Sales & Institutional Contracts

8/10/2023 | 7:07 PM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 48BAF71B0894454...

Chad Coquette
Title: Executive Director/CEO

8/11/2023 | 8:03 AM CDT
Date: _____



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #061323
Entitled

Flooring Materials with Related Supplies and Services

The following advertisement was placed April 25, 2023 in *USA Today*, in South Carolina’s *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, April 26, 2023 in Oregon’s *Daily Journal of Commerce*, and April 25 and May 2, 2023 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Flooring Materials with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 13, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Accu Steel, Inc.	Kal-Trading, Inc.
AHF Products	Karndean International, LLC
American Biltrite (Canada), Ltd.	Mannington Mills, Inc.
Bentley Mills, Inc.	Mathusek, Incorporated
BOSS CARPET ONE, LLC	Mats, Inc. dba Matter Surfaces
Britespan Building Systems, Inc.	Maxxon, Inc.
CBC America, LLC dba TOLI International TOLI TOLI Corp.	MegaCera, LLC
CDK Logistics, LLC	Milliken & Company
cfs INTERIORS & FLOORING	Milliken Services, LLC
Champion Flooring	Mohawk Carpet Distribution, LLC
Division 9 Flooring	NPN Carpet Installation, Inc.

Ecore International	NWT & Nunavut Construction Association
Emser Tile, LLC	Opler Flooring
Engineered Floors, LLC dba J+J Flooring Group	PANDAFLOOR CONTRACTING, LTD
Equitable	PWXPress
Excelsior Concrete Coatings	RB & G Products, LLC dba Zandur
Facility Armor	Regina Construction Association
Floorsite, Inc.	Resell Solutions, LLC
Forbo Flooring, Inc., dba Forbo Flooring Systems	Roppe Holding Company
Freedom Construction, LLC	Sentinel Polymers Canada, Inc.
Gerflor USA	Share Corporation
Giant Floor and Wall Covering Co., Inc.	Shaw Integrated and Turf Solutions, Inc.
Good News Group, Inc.	Sled Consulting, LLC
Great Floors, Inc.	Tarkett USA, Inc.
healthchek network, LLC	Tiles In Style DBA Taza Supplies, LLC
Interface Americas, Inc.	UPOFLOOR Americas, Inc. dba Kahrs Commercial Flooring

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on June 13, 2023 at 4:31:17 pm CT. Proposals were received from the following:

Bentley Mills, Inc.
 CBC America, LLC dba TOLI International TOLI TOLI Corp.
 Champion Flooring
 Division 9 Flooring
 Emser Tile, LLC
 Engineered Floors, LLC dba J+J Flooring Group
 Facility Armor
 Forbo Flooring, Inc., dba Forbo Flooring Systems
 Gerflor USA
 Giant Floor and Wall Covering Co., Inc.
 Interface Americas, Inc.
 Karndean International, LLC
 Mannington Mills, Inc.
 Mats, Inc. dba Matter Surfaces
 Maxxon, Inc.
 MegaCera, LLC
 Milliken Services, LLC
 Mohawk Carpet Distribution, LLC
 RB & G Products, LLC dba Zandur
 Roppe Holding Company
 Shaw Integrated and Turf Solutions, Inc.
 Tarkett USA, Inc.
 UPOFLOOR Americas, Inc. dba Kahrs Commercial Flooring

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Supervisor
Carol Jackson, Procurement Analyst
Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst
Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Champion Flooring, fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Bentley Mills, Inc., manufactures a wide selection of flooring options including resilient, vinyl, broadloom, carpet tile, flooring hybrid, and rugs. Their sales staff and service network will work throughout the United States and Canada to serve Sourcewell participating entities. Bentley Mills, Inc., actively promotes recycling and carpet waste minimization through their FULFILL program. They are offering substantial discounts off list price.

Division 9 Flooring, distributes a comprehensive catalog of flooring solutions such as resilient, ceramic, porcelain tile, wood, hardwood, laminate, rubber, vinyl, broadloom, carpet tile, epoxy, flooring hybrids, floor mats, and rugs. Their sales and installers are ready to serve Sourcewell participating entities in the United States and Canada. Division 9 Flooring is a nationally certified Woman-Owned Business from both NWBOC and WBENC. They are offering Sourcewell participating entities competitive pricing discounts.

Forbo Flooring, Inc., provides a broad offering of flooring types including resilient, vinyl, broadloom, carpet tile, flooring hybrids, and floor mats. Their sales staff and dealer network will serve Sourcewell participating entities throughout the United States and Canada. All of Forbo Flooring's product categories offer 100% safe and traceable raw materials. They are offering considerable discounts off list price.

Interface Americas, Inc., manufactures a variety of flooring options such as resilient, rubber, vinyl, and carpet tile. Their sales team and extensive dealer network are ready to serve Sourcewell participating entities in the United States. Interface Americas' flooring products are carbon neutral across their full product life cycle through their third-party verified Carbon Neutral Floors™ program. They are offering Sourcewell participating entities solid pricing discount.

Mannington Mills, Inc., is a manufacturer of resilient, rubber, vinyl, broadloom, carpet tile, and rug flooring solutions. Their regionally aligned sales teams and 400 dealer/installer partners will work throughout the United States to serve Sourcewell participating entities. Mannington Mills' commercial products can also contribute credits towards LEED, WELL, and other green building rating certifications. They are offering competitive discounts off list price.

Mats, Inc., distributes a solid selection of resilient, wood, rubber, vinyl, broadloom, carpet tile, flooring hybrids, floor mats, and rug flooring materials. Their internal sales staff and dealer partners are ready to serve Sourcewell participating entities in the United States and Canada. Mats, Inc., offers sustainable flooring solutions that support green building and certification programs including LEED, Mindful Materials, and WELL Building Standard and are also a signatory of the Manufacturer Materials Pledge with Mindful Materials. They are offering Sourcewell participating entities solid discounts from list pricing.

Milliken Services, LLC, provides a full selection of flooring solutions including resilient, ceramic, porcelain tile, wood, hardwood, laminate, rubber, vinyl, broadloom, carpet tile, epoxy, flooring hybrids, floor mats, and rugs. Their sales staff and dealer network of over 7000 will work throughout the United States and Canada to serve Sourcewell participating entities. Milliken Services' acoustic technology of their carpet tile solutions reduces in-room and through-floor noise by up to 50% compared to other flooring. They are offering substantial discounts off list price.

Mohawk Carpet Distribution, LLC, manufactures a wide variety of flooring solutions including resilient, laminate, rubber, vinyl, broadloom, and carpet tile. Their commercial sales force and dealer network are ready to serve Sourcewell participating entities in the United States and Canada. Mohawk Carpet Distribution's EcoFlex ONE backing is 100% carbon neutral and additionally provides a 5% carbon offset. They are offering Sourcewell participating entities solid pricing discounts.

Roppe Holding Company, is a manufacturer of flooring solutions such as resilient, rubber, and vinyl. Their regionally aligned sales staff and distributor partners will work throughout the United States and Canada to serve Sourcewell participating entities. All of Roppe Holding Company's products are emissions tested to GreenGuard Gold or FloorScore certification. They are offering competitive discounts off list price.

Shaw Integrated and Turf Solutions, Inc., provides a large selection of resilient, ceramic, porcelain tile, wood, vinyl, broadloom, carpet tile, flooring hybrids, floor mats, and rug flooring solutions. Their sales staff and installation partners are ready to serve Sourcewell participating entities in the United States and Canada. Shaw's re[TURN][®] Reclamation Program allows for the return of EcoWorx, ReWorx, and Shaw-made resilient flooring to be diverted from landfills and recycled into new products. They are offering Sourcewell participating entities substantial pricing discounts.

Tarkett USA, Inc., manufactures a wide selection of resilient, ceramic, porcelain tile, laminate, rubber, vinyl, broadloom, carpet tile, epoxy, and flooring hybrid solutions. Their sales force and approved dealer network will work throughout the United States and Canada to serve Sourcewell participating entities. Tarkett USA's products are Cradle to Cradle Certified[™] for five criteria which include, material health, product circularity, renewable energy and climate requirements, water stewardship, and social fairness. They are offering competitive discounts off list price.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #061323 to:

Bentley Mills, Inc.	#061323-BPS
Division 9 Flooring	#061323-DV9
Forbo Flooring, Inc., dba Forbo Flooring Systems	#061323-FRO
Interface Americas, Inc.	#061323-IFA
Mannington Mills, Inc.	#061323-MMI
Mats, Inc. dba Matter Surfaces	#061323-MAT
Milliken Services, LLC	#061323-MAC
Mohawk Carpet Distribution, LLC	#061323-MCD
Roppe Holding Company	#061323-RPP
Shaw Integrated and Turf Solutions, Inc.	#061323-SII
Tarkett USA, Inc.	#061323-TFU

The preceding recommendations were approved on July 21, 2023.

DocuSigned by:

James Voelker

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James Voelker, CPCM, CFCM, Procurement Supervisor

DocuSigned by:

Carol Jackson

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

DocuSigned by:

Brandon Town

7BCA93CD6377421...

Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst

DocuSigned by:

Nick Scholer

4513A60DCA01467...

Nick Scholer, Procurement Analyst

STATEMENT OF COMPLIANCE

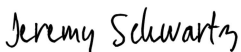
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #061323 for Flooring Materials with Related Supplies and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:


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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

RFP 061323 - Flooring Materials, with Related Supplies and Services

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

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): (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.

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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.

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 <input type="radio"/> No	
18	Ceramic	<input checked="" type="radio"/> Yes <input type="radio"/> No	
19	Porcelain Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	
20	Wood	<input checked="" type="radio"/> Yes <input type="radio"/> No	
21	Hardwood	<input checked="" type="radio"/> Yes <input type="radio"/> No	
22	Laminate	<input checked="" type="radio"/> Yes <input type="radio"/> No	
23	Rubber	<input checked="" type="radio"/> Yes <input type="radio"/> No	
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	
25	Broadloom	<input checked="" type="radio"/> Yes <input type="radio"/> No	
26	Carpet Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	
27	Epoxy	<input checked="" type="radio"/> Yes <input type="radio"/> No	
28	Flooring hybrids	<input checked="" type="radio"/> Yes <input type="radio"/> No	
29	Floor mats	<input checked="" type="radio"/> Yes <input type="radio"/> No	
30	Rugs	<input checked="" type="radio"/> Yes <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 <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 <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

Exhibit "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.

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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.

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>.

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- 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.
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	<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>
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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	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>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"> • 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.

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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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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%

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"> 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. <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 & 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, 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).

51	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, Milliken expects the Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 & Company is a privately held (family owned) US Corporation that has been continuously doing business for more than 155 years (See www.milliken.com 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&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	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Per attached letter, Milliken & Company is a privately-held (family owned) US Corporation that has been continuously doing business for more than 155 years (See www.milliken.com 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&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>

54	What is your Canadian market share for the solutions that you are proposing?	<p>Per attached letter, Milliken & Company is a privately-held (family owned) US Corporation that has been continuously doing business for more than 155 years (See www.milliken.com 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&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 & 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"> • 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

		<p>flooring, floor preparation, installation of new flooring, occupied renovations</p> <ul style="list-style-type: none"> • 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. <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%	*

<p>61</p>	<p>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>	<p>Milliken purchasing contracts include: GSA, OMNIA Partners, E&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 & Company is a privately-held (family owned) US Corporation that has been continuously doing business for more than 155 years (See www.milliken.com 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&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>
<p>62</p>	<p>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>	<p>Milliken Services, LLC GSA Contract # 47QSMA23D08P8, Milliken & 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 & Company is a privately-held (family owned) US Corporation that has been continuously doing business for more than 155 years (See www.milliken.com 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&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>

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 & 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 & 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.	<p>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.</p>
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>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.</p>
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	<p>Yes, Milliken will service non-profit agencies if awarded the contract.</p>
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Milliken will fully serve all areas of the United States and Canada.</p>
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?	<p>Milliken will fully serve government, education, and non-profit members of Sourcewell in the United States, Canada, and US Territories.</p>

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.
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Table 12: Marketing Plan

Line Item	Question	Response *
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"> 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. 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. 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. 4. Milliken will plan to incorporate the Sourcewell logo on the www.millikenfloors.com website, into our standard presentations, and marketing materials. 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. 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. 7. We will add the Sourcewell logo to our Government Segment webpage at www.millikenfloors.com under the State & 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): https://www.milliken.com/en-us/businesses/floor-covering/segments/government
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. 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. 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.

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"> 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. 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. 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. 4. Milliken will plan to incorporate the Sourcewell logo on the www.millikenfloors.com website, into our standard presentations, and marketing materials. 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. 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. 7. We will add the Sourcewell logo to our Government Segment webpage at www.millikenfloors.com under the State & 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): https://www.milliken.com/en-us/businesses/floor-covering/segments/government
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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 *
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"> •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. <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: https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits and https://www.milliken.com/en-us/businesses/floor-covering/technical/acoustics.</p> <ul style="list-style-type: none"> •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. <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: 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.</p> <ul style="list-style-type: none"> •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. <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: https://www.milliken.com/en-us/businesses/floor-covering/technical/product-benefits.</p> <ul style="list-style-type: none"> •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 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

		<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>
<p>83</p>	<p>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>	<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>.

<p>84</p>	<p>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>	<p>Milliken invests heavily into R&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: 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</p>
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<p>85</p>	<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 & 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: 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.</p>
<p>86</p>	<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 & Company with over \$100M in annual spend to certified small businesses in all socio-economic categories.</p>
<p>87</p>	<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.

		<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 & 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 & 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.</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"> > Repairs necessitated by abuse, flooding, or improper maintenance. > Damage or deterioration caused by improper site conditions that have not been adequately corrected per "CRI Carpet Installation Standard" recommendations. > Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation. <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 & 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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<p>89</p>	<p>Do your warranties impose usage restrictions or other limitations that adversely affect coverage?</p>	<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 & 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 & 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 & 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,</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"> > Repairs necessitated by abuse, flooding, or improper maintenance. > Damage or deterioration caused by improper site conditions that have not been adequately corrected per "CRI Carpet Installation Standard" recommendations. > Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation. <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>
<p>90</p>	<p>Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?</p>	<p>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.</p>
<p>91</p>	<p>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>	<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>

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 & 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 & 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 & 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. *</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"> > Repairs necessitated by abuse, flooding, or improper maintenance. > Damage or deterioration caused by improper site conditions that have not been adequately corrected per "CRI Carpet Installation Standard" recommendations. > Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation.

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>> Repairs necessitated by abuse, flooding, or improper maintenance.</p> <p>> Damage or deterioration caused by improper site conditions that have not been adequately corrected per "CRI Carpet Installation Standard" recommendations.</p> <p>> 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.)	<p>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.</p>

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
Addendum_7_RFP_061323_Flooring Fri June 2 2023 03:02 PM	<input checked="" type="checkbox"/>	1
Addendum_6_RFP_061323_Flooring Tue May 30 2023 03:03 PM	<input checked="" type="checkbox"/>	1
Addendum_5_RFP_061323_Flooring Tue May 23 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_061323_Flooring Thu May 18 2023 01:36 PM	<input checked="" type="checkbox"/>	2
Addendum_3_RFP_061323_Flooring Wed May 17 2023 04:25 PM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_061323_Flooring Tue May 16 2023 03:20 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_061323_Flooring Tue May 9 2023 09:07 AM	<input checked="" type="checkbox"/>	1

Milliken Price List for Sourcewell - Confidential Information
State of Florida - 30161700-24-SRCWL-ACS

Modular Carpet Products	Size	Member Price (USD / Sq Yd)
Arctic Survey	25cm x 1m	\$45.23
Change Agent	25cm x 1m, 50cm x 1m	\$29.49
City Proper	50cm x 50cm	\$39.20
Clean Break	50cm x 50cm	\$28.99
Coastline	50cm x 50cm	\$29.60
Collective Mind	25cm x 1m	\$29.99
Color Field	25cm x 1m	\$29.49
Color Field Patina	25cm x 1m	\$28.12
Color Thesis - Details	25cm x 1m	\$29.49
Color Thesis - Artwork	25cm x 1m, 50cm x 1m, 1m x 1m	\$44.54
Comfortable Concrete Global Portfolio	50cm x 50cm	\$42.46
Comfortable Concrete D/LUX	50cm x 50cm	\$33.87
Common Factor 2.0	1m x 1m	\$39.99
Consequence 2.0	50cm x 50cm, 1m x 1m	\$45.23
Counter Culture	50cm x 50cm	\$28.63
Echo Field	25cm x 1m	\$27.99
Edge Lit	25cm x 1m, 1m x 1m	\$29.49
First Sight	50cm x 50cm	\$49.99
Formwork	50cm, 25cm x 1m	\$31.48
Free Flow	50cm, 25cm x 1m	\$24.16
Free Space	25cm x 1m	\$27.99
Gallery, The	50cm x 50cm	\$38.99
Ghost Artist	50cm x 50cm	\$41.89
Grain & Bias	50cm x 50cm	\$35.41
Grand Plaza 40oz(500yd.min.order)	1m x 1m	\$57.00
Grand Plaza 36oz(500yd.min.order)	1m x 1m	\$53.80
Heavy Meta	25cm x 1m	\$40.58
Journal	50cm x 50cm	\$30.72
Lapidus	25cm x 1m, 1m x 1m	\$43.53
Laylines	50cm x 50cm	\$29.78
Light + Shadows	50cm x 50cm	\$56.99
Lineation	50cm x 50cm	\$28.47
Live Circuit	25cm x 1m	\$29.49
Loudspeaker	25cm x 1m	\$29.60
Low Country	25cm x 1m	\$25.51
Lowdown	25cm x 1m	\$28.00
Lyceum	25cm x 1m, 1m x 1m	\$34.82
Lyceum - Trimline	25cm x 1m, 1m x 1m	\$27.24
Major Frequency: One	25cm x 1m	\$33.73
Major Frequency: Two	25cm x 1m, 50cm x 1m	\$30.99
Major Frequency: Three	25cm x 1m	\$32.68
Moraine	50cm, 50cm x 1m	\$29.49
Motionscape	25cm x 1m	\$34.22
Naturally Drawn	50cm x 50cm	\$29.49
New Ground	25cm x 1m	\$29.99
Nibi	25cm x 1m	\$30.99
Nordic Stories - Loop & Tip Shear	50cm, 25cm x 1m	\$33.18

**Milliken Price List for Sourcewell - Confidential Information
 State of Florida - 30161700-24-SRCWL-ACS**

Modular Carpet Products	Size	Member Price (USD / Sq Yd)
O Collection, The - Connect & Collaborate; Field, Orb, Omni	50cm x 50cm	\$35.38
O Collection, The - Unite; Field, Orb, Omni	50cm x 50cm	\$52.70
Open Studio	50cm x 50cm	\$50.99
Remix Remastered	50cm x 50cm, 1m x 1m	\$39.42
Remix Remastered Trimline	50cm x 50cm, 1m x 1m	\$29.49
Revelation BK9 Base	50cm x 1m	\$35.52
Revelation Cool Stripe Base	50cm x 1m	\$43.83
Scattergraph	50cm x 50cm	\$28.47
Six Pack	50cm x 50cm, 25cm x 1m	\$26.49
Sound of Color	50cm x 50cm, 25cm x 1m	\$29.99
Southern Analog	50cm, 25cm x 1m, 50cm x 1m	\$39.62
Space Between, The	50cm x 50cm	\$24.49
Stereovision	25cm x 1m	\$24.09
Textured Sky	50cm, 25cm x 1m	\$48.60
Tracing Landscapes	50cm x 50cm	\$25.99
Whale Song	50cm x 50cm	\$37.51
Customs Options up to \$10 per yard		

**Milliken Price List for Sourcewell - Confidential Information
 State of Florida - 30161700-24-SRCWL-ACS**

Boardloom Carpet Products	Size	Member Price (USD / Sq Yd)
Formwork Broadloom	13'6"BL	\$20.33
Design for Senior Living - Majesty	13'6"BL	\$35.19
Design for Senior Living - Royal	13'6"BL	\$42.49
LVT Products	Size	Member Price (USD / Sq Ft)
Advantage LVT	7" x 48"	\$2.90
All Together Now - 22mil	7" x 48", 9" x 60"	\$3.33
Change Agent	Multiple Sizes	\$5.53
En Plein Air - (PVC Free Resilient)	Multiple Sizes	\$4.49
Fortified Foundations 2.5	Multiple Sizes	\$3.89
Fortified Foundations 5.0	Multiple Sizes	\$5.26
Local Measure - 2.5mm/ 22mil	6" x 48"	\$2.74
Local Measure - 5.0mm/ 22mil	6" x 48"	\$4.90
Lumenology 2.5	25cm x 100cm	\$4.12
Lumenology 5.0	25cm x 100cm	\$5.54
Magic Hour, The	50cm x 50cm, 25cm x 150cm	\$3.49
Merge Forward - (PVC Free Resilient)	7" x 48", 18" x 36"	\$3.99
Mesa - (PVC Free Resilient)	7" x 48", 18" x 36"	\$3.99
Metro Park	7" x 48", 18" x 36"	\$4.74
Laterals 5.0	25cm x 150cm	\$6.19
Quiet Life 5.0	25cm x 150cm	\$6.19
Max Order from Inventory - 200m², 240yd², 2160ft²		

Milliken Price List for Sourcewell - Confidential Information
State of Florida - 30161700-24-SRCWL-ACS

Protective Flooring Pricing - OBEX	Size	Member Price (USD / Unit)	
OBEX Tile			
OBEX Tile CutX - Contour, Fiber, Fizz, Footpath, Stipple, Thread	50cm x 50cm	Per Box	\$277.28
		Per Sqft	\$8.59
		Per SqYd	\$77.28
OBEX Tile CutX - Grain	25cm x 1m Plank	Per Box	\$184.85
		Per Sqft	\$8.59
		Per SqYd	\$77.28
OBEX Tile Cut - Contour, Fiber, Fizz, Footpath, Stipple, Thread	50cm x 50cm	Per Box	\$241.26
		Per Sqft	\$7.47
		Per SqYd	\$67.24
OBEX Tile Cut - Grain	25cm x 1m Plank	Per Box	\$160.84
		Per Sqft	\$7.47
		Per SqYd	\$67.24
OBEX Tile Loop: Stack, Bark	50cm x 50cm	Per Box	\$199.52
		Per Sqft	\$6.18
		Per SqYd	\$55.61
OBEX Tiles: 50 cm - 12 tiles per box (3.59 sq. yds. Or 32.29 sq. ft.) 25cm x 1m Planks - 8 planks per box (2.39 sq. yds. Or 21.53 sq. ft.)			
OBEX Tiles: Sold by the box, Notes: All Pricing is delivered contiguous USA.			
OBEX Identity Tile			
OBEX Identity Tile: Cut or CutX	1 meter Tile	Per Tile	\$425.00
OBEX Bars			
OBEX Bar CutX 11 - (Dark Grey and Grey)	27.6 cm x 100 cm Planks	Per Box	\$919.60
		Per Sqft	\$44.22
OBEX Bar Mono 11 - (Grey)	27.6 cm x 100 cm Planks	Per Box	\$919.60
		Per Sqft	\$44.22
OBEX Bar Accessory Kits			
OBEX Bar: Recessed Kit	Box contains: 4 pcs J-profile, 4 pcs L-Profile, and 2 pcs 5mm spacer	Per Box	\$225.00
OBEX Bar: Half-Bars	Box contains 2 pcs @ 2m	Per Box	\$75.00
OBEX Bar: Surface Mount Kit	Box contains 4 pcs side ramp, 4 pcs start / finish ramp, 6pcs corners	Per Box	\$280.00
OBEX Grid			
OBEX Grid Vinyl: (110 or 11C)	200 mm	Per Box	\$186.07
		Per Sqft	\$14.70
OBEX Grid Mono: (110 or 11C)	200 mm	Per Box	\$384.55
		Per Sqft	\$30.38
OBEX Grid CutX: (110 or 11C)	200 mm	Per Box	\$375.84
		Per Sqft	\$29.69
OBEX Grid Accessories			
OBEX Grid: Vinyl Edge Kit	Box contains: 20 male / 20 female / 6 corners	Per Box	\$115.00
OBEX Grid: Aluminum Edge - 4 straight pcs. (2.7m / 8.86 ft.)	Box contains 4 pcs @ 2.7m	Per Box	\$305.00
OBEX Grid: Aluminum pre-mitered corners - 4 pcs.	Box contains 4 pcs pre-mitered corners (goes with straight pcs)	Per Box	\$250.00

Milliken Price List for Sourcewell - Confidential Information
State of Florida - 30161700-24-SRCWL-ACS

Adhesives, Backing Treatments, and Options	Unit of Measure	Member Price (USD / Unit)
TractionBack® - Non Adhesive Backing Available on all Milliken Carpet Tile Products	Per Sq. Yd.	\$1.77
TractionBack® Plus - Tabs (Order must include TractionBack to use tabs)	Per Box	\$199.99
Milliken Non-Reactive Standard Adhesive (Carpet Tile and Obex Tile): 150 sq. yd.avg. spread rate per pail	4 Gallon	\$147.22
Milliken Non-Reactive Standard Adhesive (Carpet Tile and Obex Tile, Pallet Quantity): 150 sq. yd.avg. spread rate per pail	4 Gallon	\$139.71
Milliken LVT Adhesive: Spread Rate 220-260 sq. ft./gallon	1 Gallon	\$44.49
Milliken LVT Adhesive: Spread Rate 220-260 sq. ft./gallon	4 Gallon	\$150.58
LVT Moisture XT Adhesive: Spread Rate 330-440sf/pail - NO TESTING REQUIRED	2 Gallon	\$162.90
Mosaic 95 Adhesive: Spread Rate 100 sq yard /pail	4 Gallon	\$189.99
Mosaic 95 Adhesive (Pallet Quantity): Spread Rate 100 sq yard /pail	4 Gallon	\$179.99
Barrier Coating for Chemically Abated Floors: LVT Spread Rate 1,800sf/pail Carpet Spread Rate: 200sy/pail	4.5 Gallon	\$449.99
Broadloom Adhesive: 24 - 60 sq. yd. avg. spread rate per pail	4 Gallon	\$84.34
Broadloom Adhesive (pallet Qty.): 24 - 60 sq. yd. avg. spread rate per pail	4 Gallon	\$80.16
Premium Underlayment for Luxury Vinyl Tile	100 Sq. Ft. (4 Rolls/Box)	\$331.27

Milliken Price List for Sourcewell - Confidential Information
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Labor Prices	Unit of Measure	Standard Cost Areas	High Cost Areas
Carpet			
Install Carpet (renovation) Sq. Yd.	SQY	\$9.73	\$15.57
Install Carpet (new construction) Sq. Yd.	SQY	\$9.19	\$14.71
Take Up / Remove Existing Carpet (Sq. Yd.)	SQY	\$3.79	\$6.06
Entrance Solutions			
Install Entrance (Obex) Tile - New and Renovation	SQY	\$10.71	\$47.11
Install Entrance (Obex) Bar and Grid - New and Renovation	SQY	\$13.75	\$77.00
LVT / Resilient			
Install LVT / Resilient Flooring	Sq. Ft.	\$2.97	\$4.76
Remove LVT / Resilient Flooring	Sq. Ft.	\$1.89	\$3.03
Install LVT / Resilient Underlayment	Sq. Ft.	\$2.43	\$3.89
Floor Preparation Labor			
Floor Preparation	Sq. Ft.	\$1.08	\$1.73
Moisture Testing: Per Test NTE (Includes tests and labor/time to set and read)	Each	\$243.34	\$389.34
Scarify Subfloor - Requires \$500 min. Trip Charge	Sq. Ft.	\$1.19	\$1.90
Furniture Move			
Furniture Move (light moving) Sq. Yd.	SQY	\$5.41	\$8.65
Furniture Move (medium moving) Sq. Yd.	SQY	\$9.73	\$15.57
Furniture Move (heavy moving) Sq. Yd.	SQY	\$29.20	\$46.72
Additional Labor			
Off-Hours Labor - Nights, Weekends, Holidays	SQY	\$5.41	\$8.65
Material Handling / Staging	Sq. Ft.	\$2.16	\$3.46
VCT			
VCT Standard - Furnish & Install	Sq. Ft.	\$2.97	\$4.76
SRT/VCT Slip Resistant - Furnish & Install	Sq. Ft.	\$7.57	\$12.11
Remove VCT	Sq. Ft.	\$1.89	\$3.03
Hard Service			
Furnish and Install Hard Surface Tile/Wood/Rubber Tile*** Includes Setting/Grout/Base, Excludes Epoxy, Mud Bed and Waterproofing	Sq. Ft.	\$21.63	\$34.61
Hard Surface Flooring Removal	Sq. Ft.	\$5.41	\$8.65
Cove Base			
Install Carpet cove base	LNF	\$4.33	\$6.92
4" Cove Base - Furnish & Install	LNF	\$2.97	\$4.76
4.5" Cove Base - Furnish & Install	LNF	\$3.14	\$5.02
6" Cove Base - Furnish & Install	LNF	\$3.24	\$5.19
Transition Strips			
Metal Transition Strips - Furnish & Install	LNF	\$4.33	\$6.92
Vinyl Transition Strips - Furnish & Install	LNF	\$4.33	\$6.92
Stairs			
Flooring Install - Stairs	LNF	\$3.24	\$5.19
Stair Nosing - Furnish & Install	LNF	\$5.41	\$8.65
Stair Tread - Furnish & Install	LNF	\$43.26	\$69.22
Moisture Mitigation			
Moisture Mitigation(<95% rH)-Materials and labor	Sq Ft	\$12.50	\$20.00
Moisture Mitigation(>95% rH)-Materials and labor	Sq Ft	\$22.50	\$36.00

**Milliken Price List for Sourcewell - Confidential Information
 State of Florida - 30161700-24-SRCWL-ACS**

Disposal			
Material Disposal	SQY	\$1.35	\$2.16
Dumpster - 30 Yard	Each	\$1,081.50	\$1,730.40
Milliken N/XT Life Solution			
Milliken N/XT Material Preparation - Carpet	sq yd	\$5.68	\$9.08
Milliken N/XT Material Preparation - Resilient or Hard Surface	sq yd	\$8.11	\$12.98
Milliken N/XT Material Transportation	sq yd	\$8.38	\$13.40
Milliken N/XT Material Reclamation	sq yd	\$11.25	\$18.00
Project Management Fee			
Project Management Fee	Up to 20% of total contract value (Material and Labor)		

Milliken Price List for Sourcewell - Confidential Information
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Authorized Exceptions and Notes to Pricing Listed Above:

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

>Actual Installation costs will require site review and estimate. All Prices are Do No Exceed Pricing

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

>All Installation projects are subject to an administrative processing fee

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

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

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

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

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

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

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

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

> Mobilization charges may apply if installation crew arrives on project site and cannot perform scheduled work due to unexpected conditions by customer.

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



RFP #061323
REQUEST FOR PROPOSALS
for
Flooring Materials with Related Supplies and Services

Proposal Due Date: June 13, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Flooring Materials with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 13, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	April 25, 2023
Pre-proposal Conference:	May 17, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	June 5, 2023, 4:30 p.m., Central Time
Proposal Due Date:	June 13, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 13, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Flooring Materials with Related Supplies and Services, that include, but are not limited to the following types of flooring solutions;
 - a. Resilient;
 - b. Ceramic;
 - c. Porcelain Tile;
 - d. Wood;
 - e. Hardwood;
 - f. Laminate;
 - g. Rubber;
 - h. Vinyl;
 - i. Broadloom carpet;
 - j. Carpet Tile;
 - k. Epoxy;
 - l. Flooring hybrids;
 - m. Floor mats;
 - n. Rugs;
 - o. Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (a. – n); and,
 - p. Services related to the design services, removal, installation, maintenance, restoration and cleaning of flooring materials complementary to the offering above (a. – n.).

Proposers may include related equipment, accessories, supplies and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Flooring Materials with Related Supplies and Services. This solicitation should NOT be construed to include a services-only solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:
 - a. Athletic Surfaces with Installation, Related Equipment, Materials, and Services (RFP #031022); and,
 - b. Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies (RFP #031622).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to

consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$60 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict

Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcwell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcwell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcwell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcwell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcwell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



05/09/2023

Addendum No. 1

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Referencing Table 14B Line Item 95, "Describe any performance standards or guarantees that apply to your services". Is "services" intended to mean Installation Services or Warranty Services?

Answer 1:

Table 14A affords a proposer the opportunity to describe their warranty program and coverages. Table 14B is intended to allow a proposer to describe any performance standards or guarantees associated with any services offered as part of their proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/09/2023, is required at the time of proposal submittal.



05/16/2023

Addendum No. 2

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the pre-proposal conference be recorded?

Answer 1:

A copy of the presentation slides for the Sourcewell pre-proposal conference will be made available to all registered vendors after the completion of the webcast. In addition, assuming no technical difficulties, a link to a recording of the webcast will be shared and posted within the RFP's "Bid Documents" section on the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/16/2023, is required at the time of proposal submittal.



05/17/2023

Addendum No. 3

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Table 2B: Indicate below if the listed products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary. Where is the text box or how do we add a box to provide additional comments.

Answer 1:

The text box was not appearing due to a system setting oversight and has since been corrected.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/17/2023, is required at the time of proposal submittal.



05/18/2023

Addendum No. 4

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is the expected delivery timeframe after a PO is issued?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or pre-determined locations. Sourcewell participating entities include thousands of public agencies located in the United States and Canada. There is no estimate of participating entity use by service type or category.

Question 2:

Can you elaborate on the marketing plan? It is unclear to me to whom my firm will be promoting and marketing our services/goods, and what such promotional activities might look like.

Answer 2:

Refer to RFP Section II. F. – Marketing Plan for guidance on the marketing plan requirements. Each proposer, in its discretion, will determine the content of its marketing plan. The solicitation is a competitive process and proposals will be evaluated on the content submitted.

Question 3:

If my company does not have a CAGE code or a Unique Entity Identifier (SAM), only a Federal Employer Identification Number (FEIN), are we allowed to participate in the RFP?

Answer 3:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1 – “...respond “N/A” if the question does not apply to you (preferably with an explanation).”

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/18/2023, is required at the time of proposal submittal.



05/23/2023

Addendum No. 5

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Referencing Table 7 Line Item 51: When asking about our company's expectations in the event of an award, what are you really referring to?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine their internal expectations should they be awarded a contract.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/23/2023, is required at the time of proposal submittal.



05/30/2023

Addendum No. 6

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Addendum to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Addendum:

The provider that services the Sourcewell Procurement Portal rescheduled a production release of their application. **Due to this update, the Sourcewell Procurement Portal will be inaccessible during the release night of June 12, 2023 from 7:00 pm to 12:00am (EST).**

The remainder of the RFP content and the solicitation schedule remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/30/2023, is required at the time of proposal submittal.



06/02/2023

Addendum No. 7

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Item 97: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract. Where do we find this Contract Template? Additionally, where do we locate the standard contract terms and conditions?

Answer 1:

The Contract Template is available for download (as well as the RFP) on the Bid Details page of the Sourcewell Procurement portal. The Contract Template contains the standard contract terms and conditions.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 06/02/2023, is required at the time of proposal submittal.