## **University of California (UC)**

Contract # 2020002150

for

001225-May2019 University of California Systemwide Flooring RFP

with

Milliken Services, LLC

Effective: April 15, 2020

The following documents comprise the executed contract between the University of California and Milliken Services, LLC effective April 15, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



## **Purchasing Agreement 2020002150**

As a result of Request for Proposal #001225-May2019 (University of California Systemwide Flooring), the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and Milliken Services, LLC ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

#### 1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

## 2. Term of Agreement/Termination

- A) The initial term of the Agreement will be from April 15<sup>th</sup>, 2020 through April 14<sup>th</sup>, 2025 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **Five (5)** successive One (1)-year periods (each, a Renewal Term), by providing Supplier with at least Thirty (30) calendar days' written notice before the end of the Initial Term or any Renewal Term.
- B) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- C) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

## 3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

## 4. Pricing, Invoicing Method, and Settlement Method and Terms

- A. Pricing. Refer to Attachment B UC Price Schedule for Pricing.
  - i. <u>Price Increases</u> After the first twelve (12) months of the term, or longer term as negotiated between UC and the Supplier, of any resulting contract, the Supplier will have an opportunity to request price increases. Requests for price increases may only be made once a year, in writing, 60 days in advance of the contract anniversary date.
    - a. <u>Product Price Increases</u> Product price increases will be not exceed the lesser of 3% or the annual increase in the Product Price Index (PPI) for the corresponding commodity:
      - (1) Vinyl Flooring: Plastics Material and Resins Manufacturing (PCU325211325211)
      - (2) All Carpet Products: Carpet and Rug Mills: Carpets & Rugs (PCU3141103141100)
      - (3) Rubber and Linoleum: Plastics and Rubber Products Manufacturing (PCU326326)
      - (4) Wood Products: Other Millwork, Including Flooring (PCU321918321918)
    - b. Labor Price Increases Labor price increases will only be allowed under an increase in the

Department of Industrial Relations (DIR) Prevailing Wage Schedule, and will be capped at the corresponding percentage of any DIR increase.

c. <u>Freight</u> – Where applicable, Supplier agrees to maintain freight pricing, in either set rate or as a
percentage of spend, consistent with any increase or decrease in the PPI for <u>General Freight</u>
<u>Trucking</u>, <u>Long-Distance Truckload</u> (PCU484121484121)

#### B. <u>Invoicing Method</u>

Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <a href="http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf">http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf</a> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

#### C. Invoicing

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will not pay freight as all quoted material costs are freight inclusive.

All invoices must clearly indicate the following information:

Charges associated with California AB2398

California sales tax as a separate line item;

UC Purchase Order or Release Number;

Description, quantity, catalog number and manufacturer number of the item(s) ordered;

Net cost of each item;

Description, quantity, and pay rate of any services provided

Any pay/earned/dynamic discount;

Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

#### D. Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **ACH Net60** 

#### 5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues:

Name	Reynaldo Cano-Boza
Phone	510.987.9893
Email	Reynaldo.cano-boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

To Supplier:

Name	Tamlin Antoine
Phone	202.480.6461
Email	Tamlin.antoine@milliken.com
Address	924 Milliken Road
	Spartanburg, SC 29303

## 6. Intellectual Property, Copyright and Patents

/X/ The Goods and/or Services do not involve Work Made for Hire

## 7. Patient Protection and Affordable Care Act (PPACA)

/X/ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

## 8. Prevailing Wages

Work performed under this agreement is a public work subject to California Labor Code section 1771. Supplier, or sub-Supplier, must be registered with the DIR pursuant to Labor Code section 1725.5. Supplier is required to post the applicable prevailing wage rate determination and any job site notices as prescribed by the DIR. The work is subject to compliance monitoring and enforcement by the DIR and is subject to project reporting through the DIR.

## 9. Fair Wage/Fair Work

/\_X\_/ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

## 10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

#### 11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **Milliken Services.** 

## 12. Cooperative Purchasing

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) and public agencies nationwide (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes

involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

#### 13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

## 14. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchase Agreement 2020002150
- b. UC Terms & Conditions of Purchase
- c. Attachment A Statement of Work
- d. UC Request for Proposal (#001225-MAY2019) University of California Systemwide Flooring (RFP)
- e. Attachment B University of California Price Schedule
- f. Attachment C Reporting Requirements
- g. Appendix Ecommerce

## 15. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE			Milliken Services, LLC		
UNIVERSITY OF CALIFOR DocuSigned by:	NIA		DocuSigned by:		
<u>Justin Sullivan</u> (Sigদাaterra)  4C408			Tamlin Antoine (Signature) EOB453		
Justin Sullivan	Executive	Director	Tamlin Antoine	Director	of Government Sales
(Printed Name, Title)			(Printed Name, Title)		
4/23/2020			4/20/2020		
(Date)			(Date)		•



#### ARTICLE 1 - GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

#### **ARTICLE 2 - TERM AND TERMINATION**

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <a href="https://policy.ucop.edu/doc/3420365">https://policy.ucop.edu/doc/3420365</a>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

**ARTICLE 4 – INSPECTION.** The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to



rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

#### ARTICLE 5 - ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

#### **ARTICLE 6 - WARRANTIES**

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. <u>Permits and Licenses</u>. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. <u>Web Accessibility Requirements</u>. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
  - It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
  - 2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
  - 3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the



source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and

- 4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.
- E. General Accessibility Requirements. Supplier warrants that:
  - 1. It will comply with California and federal disability laws and regulations;
  - 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
  - Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. <u>Warranty of Quiet Enjoyment</u>. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. <u>Debarment and Suspension</u>. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its subsupplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

#### ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

- A. Goods and/or Services Involving Work Made for Hire.
  - 1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
  - The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
  - 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
  - 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether



the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

#### B. Goods and/or Services Not Involving Work Made for Hire.

- If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in
  the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free,
  irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make
  derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with
  the Deliverables.
- The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
- 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
- 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

#### **ARTICLE 8 - INDEMNITY**

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

#### **ARTICLE 9 – INSURANCE**

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
  - 1. Each Occurrence \$ 1,000,000
  - 2. Products/Completed Operations Aggregate \$ 2,000,000



- 3. Personal and Advertising Injury \$ 1,000,000
- 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
  - Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
  - 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

#### ARTICLE 10 - USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

#### ARTICLE 11 - FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:

- i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
- ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
- iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
- iv. FAR 52.219-8, Utilization of Small Business Concerns;
- v. FAR 52.222-17, Non-displacement of Qualified Workers;



- vi. FAR 52.222-21, Prohibition of Segregated Facilities;
- vii. FAR 52.222-26, Equal Opportunity;
- viii. FAR 52.222-35, Equal Opportunity for Veterans;
- ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- x. FAR 52.222-37, Employment Reports on Veterans;
- xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- xii. FAR 52.222-41, Service Contract Labor Standards;
- xiii. FAR 52.222-50, Combating Trafficking in Persons;
- xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements;
- xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements;
- xvi. FAR 52.222-54, Employment Eligibility Verification;
- xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
- xix. FAR 52.224-3, Privacy Training;
- xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at <a href="https://www.ucop.edu/procurement-services/policies-forms/index.html">www.ucop.edu/procurement-services/policies-forms/index.html</a> is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
  - i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
  - ii. Clean Air Act. Supplier agrees 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).
  - iii. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not 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.
  - iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
  - i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
  - ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
  - iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
  - iv. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not 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.

#### **ARTICLE 12 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION**

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

#### **ARTICLE 13 - LIENS**

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

#### ARTICLE 14 - PREMISES WHERE SERVICES ARE PROVIDED

- A. <u>Cleaning Up.</u> Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit



Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. <u>Tobacco-free Campus</u>. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

#### **ARTICLE 15 - LIABILITY FOR UC - FURNISHED PROPERTY**

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

#### **ARTICLE 16 - COOPERATION**

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

#### ARTICLE 17 - ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. <u>Price Decreases</u>. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. <u>Declared Valuation of Shipments</u>. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. <u>Title</u>. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. <u>Forced, Convict and Indentured Labor</u>. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.



#### **ARTICLE 18 - CONFLICT OF INTEREST**

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

#### **ARTICLE 19 – AUDIT REQUIREMENTS**

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

#### ARTICLE 20 - PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process.

Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix - Data Security, Appendix - HIPAA Business Associate, and/or Appendix -General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.



Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

#### **ARTICLE 21 – UC WHISTLEBLOWER POLICY**

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <a href="http://www.ucop.edu/uc-whistleblower/">http://www.ucop.edu/uc-whistleblower/</a> for more information.

#### **ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES**

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<a href="https://policy.ucop.edu/doc/3100155">https://policy.ucop.edu/doc/3100155</a>) and the University of California Sustainable Procurement Guidelines:

(https://www.ucop.edu/procurement-services/ files/sustainableprocurementguidelines.pdf).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. <u>Sustainability Marketing Standards</u>. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. <u>Electronic Transfer of Supplier Information</u>. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. <u>Packaging Requirements</u>. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below:
  - a. Uses bulk packaging;
  - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
  - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
  - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
  - e. Uses locally recyclable or certified compostable material.
- D. <u>Expanded Polystyrene (EPS) Ban.</u> No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
- E. <u>E-Waste Recycling Requirements</u>. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified.



<u>Hosted and Punch-out Catalog Requirements</u>. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

#### ARTICLE 23 - PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
  - 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
  - 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
  - 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
  - 1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
  - 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

#### **ARTICLE 24 - PREVAILING WAGES**

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will



be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

#### ARTICLE 25 - FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<a href="http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx">https://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx</a>) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: <a href="https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html">https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html</a>.

#### **ARTICLE 26 – MEDICAL DEVICES**

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.



Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

#### **ARTICLE 27 - FORCE MAJEURE**

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

#### **ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING**

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

#### **ARTICLE 29 - NO THIRD-PARTY RIGHTS**

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

#### ARTICLE 30 - OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

#### **ARTICLE 31 – NOTICES**

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

#### **ARTICLE 32 - SEVERABILITY**

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.



#### **ARTICLE 33 - WAIVER**

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

#### **ARTICLE 34 – AMENDMENTS**

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

#### **ARTICLE 35 – GOVERNING LAW AND VENUE**

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

#### **ARTICLE 36 - SUPPLIER TERMS**

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

#### **ARTICLE 37 – SURVIVAL CLAUSE**

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX—DATA SECURITY, APPENDIX—BUSINESS ASSOCIATES, and/or APPENDIX—GENERAL DATA PROTECTION REGULATION.

# ATTACHMENT A TO PURCHASING AGREEMENT #2020002150 STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to Purchasing Agreement #2020002150 dated April 15<sup>th</sup>, 2020 between UC and Supplier ("Agreement").

## 1. Flooring Products & Services at the University of California

Products and services provided to the University shall meet all requirements established under the Category Specifications and Installation Services requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

#### 2. Term of SOW

This SOW will begin on April 15<sup>th</sup>, 2020 ("Effective Date") and continue through April 14<sup>th</sup>, 2025. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

## 3. Key Tasks and Activities, Deliverables and Completion Timeframe

Sup	plier Obligations			
Tasl	· ·	Activities	Deliverables	Completion Date or Timeframe
1	Flooring Products & Services	Provide flooring products services as needed either directly or through a flooring dealer.	Flooring Products, Installation Services, Recycling & Reclamation of Old Floor Covering	As requested
2	Quarterly KPI Reports	Provide Quarterly reporting on product recycling and small business utilization as outlined in Attachment C.	Quarterly KPI Reports	30 days following the end of the quarter
3	Monthly Purchase Reports	Provide Monthly purchase reports as defined in Attachment C.	Monthly Sales Reports	15 days following the last day of the month

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## 4. UC Obligations

**Not Applicable** 

## 5. Place(s) of Performance

Supplier agrees to make available products and services to any UC location upon the terms, conditions, and pricing set forth in this agreement. Additionally, products and services will be made available nationally through OMNIA Partners member agencies.

## 6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Tamlin Antoine
Phone	202.480.6461
Email	<u>Tamlin.antoine@milliken.com</u>
Address	924 Milliken Road
	Spartanburg, SC 29303

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	Reynaldo Cano-Boza
Phone	510.987.9893
Email	Reynaldo.cano-boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

## 7. Reporting Requirements

Quarterly and Monthly Reports as described in Attachment C, including:

Quarterly – Recycling & Reclamation Quarterly – Small Business Utilization Monthly – Purchases

Supplier agrees to register and participate in an assessment of their sustainability practices and procedures through EcoVadis Corporate Social Responsibility (CSR) monitoring platform within 60 days of agreement signature.

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

## 8. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will meet Service Levels defined under section 5 requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

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The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

## 9. Program Requirements

<u>Order Packaging and Labeling</u>. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

<u>Receiving Locations.</u> Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

<u>Standard Delivery Requirements</u>. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery) - by 3:30 pm Pacific Time Storehouse (drop ship delivery) - by 10:00 am Pacific Time

<u>Delivery Delays</u>. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Returns. Supplier agrees to accept standard Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Returns of standard goods may result in a 15% restocking fee, as well as any applicable shipping charges. Returns will not be allowed on custom or made to order styles. Supplier agrees to pay freight on any returns resulting from an error in shipment including, but not limited to, incorrect style, quantity, location, etc.

<u>Credit</u>. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

<u>Out of Stock Items</u>. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

<u>Surveys</u>. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

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## 10. Partnership Opportunities

Upon mutual terms, Supplier and UC Campuses may engage in partnership opportunities that align the teaching, research and service mission of the University with strategic supplier relationships. These opportunities allow the Supplier to more directly impact student, faculty, staff, and alumni stakeholders throughout the University. Opportunities may include, but are not limited to:

- Student Internship & Career Development Opportunities
- Projects & Research focused on advancing sustainability of flooring products & services
- Guest lecture opportunities for design, engineering, sustainability, and business disciplines
- Sponsorship of Intercollegiate Athletics, Alumni, Associated Student Groups, etc.

## 11. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

## 12. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

This Statement of Work is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE		Milliken Services, LLC		
UNIVERSITY OF CALIFORNI DocuSigned by:	<b>A</b>	DocuSigned by:		
Justin Sullivan (Signmanture)84C40B		Tamlin Antoine (Signature) FOB453		_
Justin Sullivan	Executive Director	Tamlin Antoine	Director	of Government Sales
(Printed Name, Title)		(Printed Name, Title)		_
4/23/2020		4/20/2020		
(Date)	<del></del>	(Date)		_

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Milliken.

## Attachment B - University of California Price Schedule

Confidential Information

UCOP Agreement #2020002150

Product Name/Category	Product Size	Member Cost Freight Included	MSRP	Percent Discount off MSRP	Additional Volume Based Discounts	Disclosure of Chemicals of Concern	Does Product have an EPD	Third Party Certifications
Madulas	Courset Duode oto (D	6- Vd)						
Modulal	Carpet Products (P	er sq. ru)						Cradle to Cradle Silver,
Arcadia	1m, 25cmx1m	\$ 25.10	\$ 108.65	76.90	No	Flame Retardants	Yes	Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required. Cradle to Cradle Silver,
Archipelago	50cm	\$ 29.09	\$ 113.75	74.43	No	Flame Retardants	Yes	Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Arctic Survey	25cm x 1m	\$ 38.76						Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140
City Proper	50cm	\$ 33.59	\$ 130.79	70.37		Flame Retardants	Yes	Platinum if required. Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140
			\$ 111.59	69.89	No	Flame Retardants	Yes	Platinum if required.
Common Thread	50cm	\$ 23.62	\$ 81.65	71.07	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Continental	25cm x 1m	\$ 32.77	\$ 108.99	69.93		Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
		\$ 26.98						Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140
Formwork  Ghost Artist Collection	50cm, 25cm x 1m	\$ 35.89	\$ 77.69	65.27	No	Flame Retardants	Yes	Platinum if required. Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140
		\$ 26.32	\$ 71.39	49.72	No	Flame Retardants	Yes	Platinum if required. Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet
Journal	50CM		\$ 91.99	71.39	No	Flame Retardants	Yes	Tile can meet NSF 140 Platinum if required.  Cradle to Cradle Silver, Declare, CRI Green Label Plus,
Major Frequency: One	25cm x 1m	\$ 28.90	\$ 54.99	47.44	No	Flame Retardants	Yes	NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.

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Major Frequency: Two	25cm x 1m 50cm x 1m							Vec	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140
		\$	23.09	\$ 40.99	43.66	No	Flame Retardants	Yes	Platinum if required.
Monuments & Shrines	50cm	\$	34.13	\$ 101.15	66.25	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
									Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140
Motionscape	25cm x 1m	\$	29.33	\$ 91.35	67.90	No	Flame Retardants	Yes	Platinum if required.
New Slant	25cm x 1m	\$	39,23	\$ 128.85	69.56	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
	1								Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140
Nordic Stories - Loop & Tip Shear	50cm	\$	28,43	\$ 83.99	66.15	No	Flame Retardants	Yes	Platinum if required.
Sound and Fury	50cm	s	32.96	\$ 96.15	65.72	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Southern Analog	50cm	\$	33,95	\$ 76.79	55.79	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Surface Study-Surface Study	50cm	\$	27.92	\$ 107.29	73.98	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.

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									Cradle to Cradle Silver
Textured Sky	25cm x 1m 50cm x 50cm	\$ 41.6		126.59	67.11	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plu: NSF 140 Gold. Milliken Carpe Tile can meet NSF 140 Platinum if required.
Whale Song	50cm	\$ 32.1		114.99	72.05	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plu: NSF 140 Gold. Milliken Carpe Tile can meet NSF 140 Platinum if required.
Broadlo	oom Carpets (Per	Sq. Yd.)							
Formwork	13'6"BL	\$ 19.1	7 \$	28.89	33.66	No	Flame Retardants	Yes	Declare, CRI Green Label Plus NSF 140 Gold
Adhesives, Backing Treatments, and	UOM								
TractionBack - Non Adhesive Backing	Per Sq. Yd.	\$ 1.5	1						
Milliken Non-Reactive Standard Adhesive (4 gallon pail) - 150 sq. yd.avg. spread rate per pail	4 Gallon	\$ 126.1	6						
Milliken Non-Reactive Standard Adhesive	1 Gatton	7 120.1	_						
(pallet qty.)	4 Gallon	\$ 119.7	2						
Milliken Moisture Extreme Spray Adhesive 75 sq. yd. spread rate per 6-pack	6 packs	\$ 797.6	3						
Milliken LVT Adhesive Spread Rate 220-260 sq. ft./gallon	1 Gallon	\$ 38.1	2						
Milliken LVT Adhesive Spread Rate 220-260 sq. ft./gallon	4 Gallon	\$ 129.0	3						
Acousti-Loc Adhesive Porous - 200 sqft / gallon, Non Porous - 250 sqft / gallon	2 Gallon	\$ 139.5	9						
Premium Underlayment for Luxury Vinyl Tile	100 Sq. Ft. (4 Rolls/Box)	\$ 283.8	7						
Broadloom Adhesive - 4 gal pail 30 sq. yd. avg. spread rate per pail	4 Gallon	\$ 72.2	_						
Broadloom Adhesive (pallet Qty.)	4 Gallon	\$ 68.6	9						
LVT Products (Per Sq. Ft.)									
Abstract - Fibre	18" x 36"	\$ 3.3	3 \$	3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Abstract - Twist	18" x 18"	\$ 3.3	_	3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
District Collection - Midtown Village	18" x 18"	\$ 3.3		3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Stone - Charlotte, Slate	18" x 18"	\$ 3.3		3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Stone - Serpeggiante	12" x 24"	\$ 3.3		3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Stone - Stone	18" x 36"	\$ 3.3	_	3,59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Wood - Apple Wood, Oak, Wood - Cherry, Eucalyptus Saligna, Fine Line, Kokutan, Laurel Oak, Rosecliff Cherry,	5" x 48" 7" x 48"	\$ 3.3	3 \$	3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Rosewood, Rustic Pine, Teak	, , , , , ,	\$ 3.3	3 \$	3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Wood - Aged Oak, Fissure Oak	9" x 48"	\$ 3.3	3 \$	3,59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Loose Lay Abstract - Immersive Cross Cut, Immersive Vertical	7.9" x 39.4"	\$ 4.5	0 \$	4.69	4.05	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
<b>Loose Lay Abstract -</b> Immersive Square, Tactual	19.7" x 19.7"	\$ 4.5	0 \$	4.69	4.05	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Loose Lay Abstract - Sensations. Tangible	18" x 36"	\$ 4.5	0 \$	4.69	4.05	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Loose Lay Abstract - Power Grid, Polished Concrete	36" x 36"	\$ 4.5	0 \$	4.69	4.05	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Loose Lay Natural Collection - Fargesia Bamboo, Heritage Wood, Eero, Shenandoah, Pike, Gunnison	9" x 59.72"	\$ 4.5	0 \$	4.69	4.05	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD

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								<u> </u>	<u> </u>
Metro Park Rigid Form - Shenandoah, Pike,		+	+						
Kokutan, Euclaytus Saligna, Applewood	7" x 48"								
Heritage Wood		\$ 4.0	6 \$	5.00	18.83	No	Polyvinyl Chloride	Yes	Declare, FloorScore
Metro Park Rigid Form - Tangible	18" x 36	\$ 4.0	6 \$	5.00	18.83	No	Polyvinyl Chloride	Yes	Declare, FloorScore
								Yes	
Change Agent Relic - Rune, Philosphy, Virtue,									
Shrine, Antiquity, Heirloom, Artifact, Fortune,	25cm x 100cm								
Hero, Elixir, Figure, Quest	ZSCIII X TOOCIII								
		\$ 4.7	4 \$	4.79	1.07	No	Polyvinyl Chloride	Yes	Declare, FloorScore
Change Agent Conjure - Arise, Spirit, Ember,	25cm x 150cm	\$ 4.7	4 \$	4.79	1.07	No	Polyvinyl Chloride	Yes	Declare, FloorScore
Nexus, Ash, Cycle, Coal  Change Agent Rootwork - Enchant, Harvest,		3 4.7	4 2	4.77	1.07	NO	Follyvillyt Chloride	Tes	Declare, 1 looi score
Sacred, Divine, Crest, Honor, Revere, Heir,	25cm x 150cm								
Legend	ZJCIII X IJJCIII	\$ 4.7	4 \$	4.79	1.07	No	Polyvinyl Chloride	Yes	Declare, FloorScore
Max Order from Inventory - 200m <sup>2</sup> , 240yd <sup>2</sup> ,									
2160ft <sup>2</sup>									
Installation Prices ("NOT TO EXCEED"	costs)								
**Actual Installation costs will require site revie									
Cove base: furnish and install 4"	LNF	\$ 2.7	'E						
Cove base: Furnish and install 4.5"	LNF	\$ 2.7							
Cove base: furnish and install 6"	LNF	\$ 3.0							
Transition strips: Metal (furnish&install)	LNF	\$ 3.0							
	LNF	\$ 4.0							
Transition strips: Vinyl (furnish&install)		1.7							
Stair nosing (furnish and install)	LNF	\$ 5.0							
Stair tread (furnish and install)	LNF	\$ 40.0							
Floor Prep	Per Sq. Ft.	\$ 1.0							
Furnish and Install Standard VCT	Per Sq. Ft.	\$ 2.7							
Furnish and Install SRT/VCT Slip Resistant	Per Sq. Ft.	\$ 7.0							
Install LVT	Per Sq. Ft.	\$ 2.7							
Underlayment Install - NTE Level Remove VCT or LVT	Per Sq. Ft.	\$ 2.2							
	Per Sq. Ft.	\$ 1.7	3						
*Furnish and Install Hard Surface	D 6 F:								
Tile/Wood/Rubber Tile	Per Sq. Ft.	\$ 20.0	0						
*Note this price includes setting materials,	grout and base								
but does not include epoxy, mud bed or w	-								
aut does not morade epoxy, mad sed or m	асстр. оств								
Labor: Material Handling/Staging	Per Sq. Yd.	\$2.0	0						
Labor: Hard Surface Tile Removal	Per Sq. Ft.	\$ 5.0	0						
**Scarify Subfloor	Per Sq. Ft.	\$ 1.1	0						
**Note this services requires a \$500 minimum to	rip charge								
Install Carpet cove base	LNF	\$ 4.0	0						
Labor: install carpet (rennovation)	Per Sq. Yd.	\$ 9.0	0						
Labor: install carpet (new construction)	Per Sq. Yd.	\$ 8.5	0						
Labor: remove existing carpet	Per Sq. Yd.	\$ 3.5	0						
Labor: move furniture (light moving)	Per Sq. Yd.	\$ 5.0	10						
Labor: move furniture (medium moving)	Per Sq. Yd.	\$ 9.0	0						
Labor: move furniture (heavy moving)	Per Sq. Yd.	\$ 27.0	0						
Labor nights & weekends upcharge	Per Sq. Yd.	\$ 5.0	0						
Material disposal	Per Sq. Yd.	\$ 1.2	.5						
Labor: Stairs	LNF	\$ 3.0	0						
30 Yard Dumpster	Each	\$ 1,000.0	0						
Moisture Abatement		quote per project	İ						
			İ						
Moisture Testing: Per Test NTE (Includes									
tests and labor/time to set and read)	Each	\$ 250.0	10						
Project Management Fee on Turnkey projects	Lacii	up to 20% of contract value							
i rojece management i de on Turnkey projects		ap to 20/0 or contract value	- 1				İ	I	İ

#### Authorized Exceptions and Notes to Pricing Listed Above:

- >Per F.A.R. Sec ion 52.299-4 c, the vendor will charge for reimbursement of taxes imposed on the contractor
- >When Installation is purchased, the contract price will be increased in States where State and, or Local taxes are applicable for installed projects
- >All Installa ion projects are subject to an administrative processing fee
- >Prevailing Wage, Union Labor, and High-Cost Areas are not included in pricing listed above. Pricing for hese projects will be project and quote specific according to the specific market.
- High-Cost areas include, but are not limited to the following: Boston, Chicago, Kansas City, Los Angeles, Miami, New York, Philadelphia, San Diego, San Francisco, St. Louis, Washington, D.C.
- >Open Market Items: Certain projects may require products and services not listed in the contract. These items will be priced and provided at open market price.
- >Project Minimums: Carpet Installation Pricing is for projects of 250sy or more. If project requires less than 250sy, minimum charges may apply.
- >Project Minimums: LVT/VCT Installation Pricing is for projects 750sf or more. If project requires less than 750sf, minimum charges may apply.
- >Turnkey Invoicing: Material will be invoiced as it is shipped (or phased) and labor will be invoiced upon completion of project.
- >Exclusions: Asbestos Testing and Abatement, Major floor prep and Leveling, Hoisting, Handling electronic equipment including (but not limited to) computers, telephones and personal belongings.
- Payment and Performance Bonds, Floor and Equipment protection and Long Term Storage of Materials.
- > 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

SUPPLIER Milliken Services		NorCal (Ar	ea 1 - UCB,UCSF)	NorCal (Are	a 2 - UCSC)	NorCal (Ar	ea 3 - UCD)	NorCal (Are	a 4 - UCM)	SoCal (Area 1 - UCL	A, UCI, UCR, UCSB)	San Dieg	o - UCSD
<u>Labor Description</u>	<u>UOM</u>	Standard Rate	Prevailing Wage	Standard Rates	Prevailing Wage	Standard Rates	Prevailing Wage	Standard Rates	Prevailing Wage	Standard Rates	Prevailing Wage	Standard Rates	Prevailing Wage
Installation Carpet Tile	SqYD	\$ 9.0	0 \$ 14.50	\$ 9.00	\$ 14.50	\$ 9.00	\$ 11.00	\$ 9.00	\$ 14.50	\$ 9.00	\$ 13.25	\$ 9.00	\$ 12.00
Removal of Carpet Tile	SqYD	\$ 3.5	0 \$ 5.00	\$ 3.50	\$ 5.00	\$ 3.50	\$ 5.25	\$ 3.50	\$ 5.00	\$ 3.50	\$ 4.75	\$ 3.50	\$ 4.00
Installation Broadloom (direct glue down)	SqYD	\$ 9.0	0 \$ 18.50	\$ 9.00	\$ 18.50	\$ 9.00	\$ 10.50	\$ 9.00	\$ 18.50	\$ 9.00	\$ 13.25	\$ 9.00	
Installation Broadloom (w/Pattern)	SqYD	\$ 9.0	0 \$ 22.50	\$ 9.00			\$ 10.50	\$ 9.00			\$ 13.25	\$ 9.00	
Removal of Broadloom (direct glue down)	SqYD	\$ 3.5	0 \$ 5.50	\$ 3.50	\$ 5.50	\$ 3.50	\$ 5.50	\$ 3.50	\$ 5.50	\$ 3.50	\$ 4.75	\$ 3.50	
Removal of Double Stick Installation	SqYD	\$ 7.0	0 \$ 8.50	\$ 7.00	\$ 8.50	\$ 7.00	\$ 7.50	\$ 7.00	\$ 8.50	\$ 7.00	\$ 8.00	\$ 7.00	
Removal/Disposal Resilient Flooring	SqFt	\$ 2.0	0 \$ 4.00	\$ 2.00	\$ 4.00	\$ 2.00	\$ 2.50	\$ 2.00	\$ 4.00	\$ 2.00	\$ 3.00	\$ 2.00	
Carpet Disposal	SqYD		5 \$ 1.75										
Carpet Reclamation Fee	SqYD	\$ 2.0	0 \$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	
Installation of VCT	SqFt	\$ 2.7	5 \$ 4.00	\$ 2.75	\$ 4.00	\$ 2.75	\$ 3.00	\$ 2.75	\$ 4.00	\$ 2.75	\$ 3.50	\$ 2.75	
Installation of Luxury Vinyl Tile	SqFt	\$ 2.	5 \$ 5.00	\$ 2.75	\$ 5.00	\$ 2.75	\$ 3.50	\$ 2.75	\$ 5.00	\$ 2.75	\$ 4.50	\$ 2.75	\$ 3.50
Installation of Rubber (Tile or Roll)													
Installation of Sheet Vinyl													
Heat Welding (Sheet Vinyl)													
Installation Flash Cove (Sheet Vinyl)													
Palletize/Shrink Wrap Old Carpet for Reclamation	SqYD	\$ 1.5	0 \$ 2.00	\$ 1.50	\$ 2.00	\$ 1.50	\$ 2.00	\$ 1.50	\$ 2.00	\$ 1.50	\$ 2.00	\$ 1.50	
Conventional Furniture Moving (Light)	SqYD	\$ 5.0	0 \$ 15.00	\$ 5.00	\$ 15.00	\$ 5.00	\$ 9.00	\$ 5.00	\$ 15.00	\$ 5.00	\$ 12.50	\$ 5.00	\$ 10.00
Conventional Furniture Moving Medium)	SqYD	\$ 9.0	0 \$ 17.00	\$ 9.00	\$ 17.00	\$ 9.00	\$ 11.00	\$ 9.00	\$ 17.00	\$ 9.00	\$ 15.00	\$ 9.00	\$ 12.00
L I F T Systems / Carpet Tile Projects Only	SqYD	\$ 20.0	0 \$ 27.00	\$ 20.00	\$ 27.00	\$ 20.00	\$ 21.00	\$ 20.00	\$ 27.00	\$ 20.00	\$ 25.00	\$ 20.00	
Moisture Testing	EACH	\$ 250.	0 \$ 300.00	\$ 250.00	\$ 300.00	\$ 250.00	\$ 300.00	\$ 250.00	\$ 300.00	\$ 250.00	\$ 300.00	\$ 250.00	\$ 300.00
Furnish/Install Resilient 4" Base	Linear FT		5 \$ 4.00										
Furnish/Install Resilient 6" Base	Linear FT	\$ 3.0	0 \$ 5.50	\$ 3.00	\$ 5.50	\$ 3.00	\$ 3.50	\$ 3.00	\$ 5.50	\$ 3.00	\$ 5.00	\$ 3.00	\$ 4.00
Furnish/Install Carpeted 4" Base													
Furnish/Install Carpeted 6" Base													
Furnish/Install Transition	Linear FT	1.	0 \$ 6.50		1					1			
Tile Laying & Installation	SqFt	\$ 20.0	0 \$ 25.00	\$ 20.00	\$ 25.00	\$ 20.00	\$ 25.00	\$ 20.00	\$ 25.00	\$ 20.00	\$ 25.00	\$ 20.00	\$ 25.00
Floor Prep - Skim Coating to 1/8 inch (Material & Labor)	SqFt	\$ 1.0	0 \$ 3.50	\$ 1.00	\$ 3.50	\$ 1.00	\$ 2.50	\$ 1.00	\$ 3.50	\$ 1.00	\$ 3.25	\$ 1.00	\$ 3.00
Floor Prep Self leveling to 1/4 inch (Material & Labor)	SqFt	\$ 2.0	0 \$ 5.50	\$ 2.00	\$ 5.50	\$ 2.00	\$ 4.00	\$ 2.00	\$ 5.50	\$ 2.00	\$ 3.75	\$ 2.00	\$ 5.50
Hourly Rate for Services Not Listed	Hourly Labor Rate	\$ 95.0	0 \$ 145.00	\$ 95.00	\$ 145.00	\$ 95.00	\$ 125.00	\$ 95.00	\$ 145.00	\$ 95.00	\$ 120.00	\$ 95.00	\$ 105.00
Project Management Fees	EACH	2	1% 20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	
Installation ADD ON - Night/Weekend	SqYD	\$ 5.0	0 \$ 6.50	\$ 5.00	\$ 6.50	\$ 5.00	\$ 3.50	\$ 5.00	\$ 6.50	\$ 5.00	\$ 6.00	\$ 5.00	
Installation ADD ON - Sunday	SqYD	\$ 10.0	0 \$ 13.00	\$ 10.00	\$ 13.00	\$ 10.00	\$ 7.00	\$ 10.00	\$ 13.00	\$ 10.00	\$ 12.00	\$ 10.00	\$ 11.00

SUPPLIER: Milliken Services	Bronx, ( Richm Suffo Westche	ork Region 1: Queens, Kings, ond, Nassau, olk, Putnam, ester & Orange counties	New York Region 2: Erie, Niagara, St. Lawrence, Franklin, Essex, Jefferson, Lewis, & Hamilton Counties		MD, E	, RI, PA, VA, DC, RI, DE, NJ	AL, FL, GA	st Region: , KY, NC, SC,	<u>South:</u> AR, AZ, TX, L	A, MS	IA, PA,	, MO, OK, MS, NE, IL, IN	West CA, CO, HI, AK, NV, NI MT, ID, SD, I	M, OR, WA, WY, ND, UT	Non-Continer AK & HI	
<u>Labor Description</u>	<u>La</u>	bor Rate	<u>Labor Rate</u>										Non Union Rate U			
Monday - Friday Standard 8 Hour Shift	\$	175.00								85.00				145.00 \$	135.00 \$	175.00
Monday - Friday Overtime	\$	262.50	\$ 247.50							127.50				217.50 \$	202.50 \$	262.50
Saturday	\$	262.50								127.50				217.50 \$	202.50 \$	262.50
Sunday & Holiday	\$	350.00	\$ 330.00	\$ 300.00	\$ 230.00	\$ 300.00	\$ 120.00	\$ 160.00 \$	130.00 \$	170.00	\$ 190.00	\$ 250.00	\$ 220.00 \$	290.00 \$	270.00 \$	350.00
<u> </u>																
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## Attachment C – Reporting Requirements

Supplier must provide electronic reports (in Microsoft Excel) to designated UC contacts providing a wide range of information, at both the system-wide and campus level, related to the Agreement including, but not limited to:

## Recycling & Reclamation

On a quarterly basis, Supplier will report recycling and reclamation efforts on supplier lead projects throughout the system. Supplier lead projects refer to Services performed by the Suppliers subsidiary InterfaceSERVICES, Inc. under the guidelines note here and outlined in the Interface Reclamation Assurance Letter submitted with the RFP response:

- · Services are performed by InterfaceSERVICES, Inc.,
- Interface products are being installed; and
- compliant material is the scope of work.

It is required that 100% of existing carpet, including carpet padding, be taken to a recycling facility that accepts carpet for recycling unless otherwise required by law. Recycling means turning any manufacturer's old carpet or carpet components into new carpet or other consumer products.

Any exception to the recycling requirement will be communicated to the campus project contact and captured in Recycling & Reclamation reporting.

Supplier will format quarterly report in the following manner:

<u>Column Title</u>	<u>Description</u>	Column Mapping
UC Campus	Site of Work	Α
Project Description	Building/Location	В
Project Purchase Order	Project PO Number	С
Type of Material	Carpet   LVT   Rubber   Linoleum   Etc.	D
Amount of Material	Sq Ft/Yd captured	E
Reclamation Method	Recycled   Incinerated   Other	F
Final Disposal Site	Company/Location of Final Disposition	G
Cost of Reclamation	Invoiced Amount for Service	Н
Certificate of Disposal Provided	Yes (Y) or No (N) – Certificate Number	

#### **Small Business Utilization**

On a quarterly basis, Supplier will report Small Business utilization on all Supplier lead projects.

In support of University of California Sustainable Practices guidelines that aim to reach 25% Economically and Socially Responsible Spend as a total percentage of addressable spend, supplier will make best effort to achieve 50% utilization of SBA designated subcontractors to perform services across the University of California system.

Supplier will format quarterly reporting in the following manner:

<u>Column Title</u>	<u>Description</u>	Column Mapping
UC Campus	Site of Work	Α
Project Description	Building/Location	В
Project Purchase Order	Project PO Number	С
Subcontractor	Name of Subcontractor Business	E
Subcontractor's SBA Designation	Certified SBA Class	F
Total Invoice Amount for Services	All Labor Billing Performed by SBA	G
DIR Project ID	DIR Project Number	Н

## **University of California Sales Reporting**

Monthly, Supplier will provide full reporting of all sales captured under this agreement. Supplier will report sales made directly to the University, as well as any University sales reported through Supplier's distribution network.

Supplier will provide monthly sales reporting in the following format:

<u>Column Title</u>	<u>Description</u>	Column Mapping	
UC Campus	Site of Work	Α	
Project Description	Building/Location	В	
Project Purchase Order	Project PO Number	С	
Category	Product   Service   Freight   Reclamation	E	
Line Item Detail	SKU   Style   Labor Category	F	
Total Invoice Amount for Line F	Total Amount Billed in USD (\$)	G	
Billing Date	DD/MM/YY	Н	

### **Earned Growth Incentives**

During the	Term of the Agreement, and any	extension(s) to	the Term, Supplier	agrees to provide	UC
campuses					
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## Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

#### **SECTION 1 - GENERAL TERMS**

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

#### **SECTION 2 - DEFINITIONS**

**Catalog(s)** refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

**eProcurement and eCommerce** are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

**Go Live Date** means the date on which a Catalog will be active.

**Hosted Catalog** means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

**Order** means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

**Order Data** means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

**Punch-out Catalog** means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

**Supplier Site** means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

**UC Mark** means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

**User** means an individual authorized by a UC location to use an eProcurement system.

## **SECTION 3 – RIGHT TO USE**

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

#### SECTION 4 - e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

#### (a) e-Procurement Incentive

During the Term of the Agreement, and any extension(s) to the Term, Supplier agrees to provide UC Campuses annual incentive of 2% of net sales of products and services for e-Procurement activation. Incentive will be available to campuses that implement and activate Supplier's catalogue, whether hosted or punch-out.

#### (b) e-Procurement System Responsibilities.

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

#### (c) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

#### (d) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

#### (e) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

#### **SECTION 5 - USER SUPPORT**

- (a) <u>UC Duties</u>. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.
- (b) <u>Supplier Duties</u>. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

#### **SECTION 6 – PROPRIETARY RIGHTS**

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties

additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sublicensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

(i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.
- (a) <u>Grant of License</u>. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.
- (b) <u>Modifications</u>. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix,

UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

- (c) <u>Acknowledgment</u>. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.
- (d) <u>UC Rights</u>. As between the parties, UC will be the sole owner of or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

### **SECTION 7 – MULTIPLE SUPPLIERS**

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

### **SECTION 8 – WARRANTY DISCLAIMER**

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

### **SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES**

- (a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.
- (b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

#### **SECTION 10 – ADDITIONAL CONTRACTUAL TERMS**

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a Hosted or Punch-out catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than 1 catalogs per calendar year, with changes as follows:

Content Additions, Deletions and Other Non-pricing Edits: Bi-annually

- Price Changes: Annually
  - o Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
  - o If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system 10 working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: 1
- Categories allowed within Catalog: all products meeting University of California specifications
- Categories blocked within Catalog: all products that fall below University of California specifications

## 001225-May2019 - University of

Questionnaire Name	Value Add
Questionnaire Description	Payment, Rebate, Recycling & Cost Evaluation
Skip Evaluation	No

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	MILLIKEN & COMPANY
	1	Please describe how your company can help offset the cost associated with AB2398 whether through discount, exchange, or recycling credits.	We will discount all product orders by \$.35 to cover incurred and offset incurred cost associated with AB2398.
	2	Please outline rebate or volume incentives you are willing to provide the University.	Milliken is offering the University best prices without rebate or volume incentives required.
-	3	Please indicate your preferred invoice delivery method.	Traditional Invoice in Paper or Email Format

-	Please indicate your preferred payment and settlement terms	ACH Net 60
-	What additional services, not outlined within this solicitation, can your company provide in delivering greater value to the University?	Technical Design Services as shown in the attached.
	How can your organization support the educational, research, and career development initiatives of our campus communities?	Upon request, conduct seminars on transformational change as it relates to large manufacturing company's and how we at Milliken approach education, research, and career initiatives on college campuses. We also continue to host educational conferences at our headquarters Milliken University.

## OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

### NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act:
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

## OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC#1

## OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	Milliken Services, LLC	The second secon
Street: 920 M	Milliken Road, M-620	
City, State, Zip Cod	Spartanburg, SC 29303	
Complete as approp	oriate:	
I	, certify	that I am the sole owner of
	, that there ar	re no partners and the business is not
incorporated, and the	e provisions of N.J.S. 52:25-24.2 do n	not apply.
	OR:	
$I_{\underline{\hspace{1cm}}}$	, a partr	ner in, do hereby
certify that the follow	ving is a list of all individual partners	who own a 10% or greater interest therein. I
further certify that if	one (1) or more of the partners is itse	elf a corporation or partnership, there is also set
		10% or more of that corporation's stock or the
individual partners o	owning 10% or greater interest in that	t partnership.
Al Carter	OR:	
1		horized representative of
		tify that the following is a list of the names and
		10% or more of its stock of any class. I further
certify that if one (1)	or more of such stockholders is itself	f a corporation or partnership, that there is also set
		g 10% or more of the corporation's stock or the
inaiviauai pariners o	owning a 10% or greater interest in th	iai parinersnip.
(Notes If there are	no northers or stockholders ewning	10% or more interest, indicate none.)
	Address	Interest
Name		
Milliken Design,		Road, M-620 100% Member of Milliken Services, LLC
	Spartanburg,	SC 29303
Milliken & Comp	any Same	100% Stockholder of Milliken Design, Inc.
I further certify that my knowledge and b		uined herein, are complete and correct to the best of
8/9/2019		au Ct Director of Strategic Accounts
Date		Authorized Signature and Title

### OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

### NON-COLLUSION AFFIDAVIT

Company Name: Milliken Services LLC  Street: 920 Milliken Road, M-620  City, State, Zip Code: Spartanburg, SC 29303  State of South Carolina	
County of _Spartanburg  Al Carter Director of Strategic Accounts for Milliken Service  I, of the  Name City	es, LLC located in Spartanburg
in the County of Spartanburg , State of, State of of full age, being duly sworn according to law on my oath a	
I am the Director of Strategic Accounts of the firm of Millike  Title	n Services, LLC  Company Name
the Offeror making the Proposal for the goods, services or purpoposal, and that I executed the said proposal with full author directly or indirectly entered into any agreement, participate any action in restraint of free, competitive bidding in connectall statements contained in said proposal and in this affidave full knowledge that relies upon the truth of the statements statements contained in this affidavit in awarding the contract work.	orly to do so, that said Offeror has not ad in any collusion, or otherwise taken tion with the above proposal, and that it are true and correct, and made with contained in said proposal and in the offer the said goods, services or public
I further warrant that no person or selling agency has been en such contract upon an agreement or understanding for a contingent fee, except bona fide employees or bona fide estamaintained by  Milliken Services, LLC  Company Name	commission, percentage, oroxerage or
Subscribed and sworn before me  this	PUBLIC PUBLIC AT A CAROLINA CA

Requirements for National Cooperative Contract Page 28 of 44

### **OMNIA PARTNERS EXHIBITS** EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC#3

### AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Milliken Services, LLC	
Street: 920 Milliken Road, M-620	
City, State, Zip Code: Spartanburg, SC 29303	
Proposal Certification:	
Indicate below company's compliance with New Jerse proposal will be accepted even if company is not in purchase order may be issued, however, until all Affirm	compliance at this time. No contract and/or
Required Affirmative Action Evidence:	
Procurement, Professional & Service Contracts (Exhib Vendors must submit with proposal:	oit A)
1. A photo copy of their Federal Letter of	of Affirmative Action Plan Approval
OR	
2. A photo copy of their Certificate of E	mployee Information Report
OR	
3. A complete Affirmative Action Empl	oyee Information Report (AA302)
Public Work - Over \$50,000 Total Project Cost:	
A. No approved Federal or New Jersey Affirmative A	action Plan. We will complete Report Form
AA201-A upon receipt from the	
B. Approved Federal or New Jersey Plan – certificate	enclosed
I further certify that the statements and information of the best of my knowledge and belief.	
8/9/2019	a Ct
Date	Authorized Signature and Title

PB-AAF.1 R5/26/09

#### **Affirmative Action Supplement**

AFFRIMATIVE ACTION	Term Contract	t - Advertised Bid Proposal
Department of the Treasury	Bid Number:	001225-May
Division of Purchase & Property	B: 1.1	Marie Communication and the communication an
State of New Jersey	Bidder:	Milliken Services, LLC
33 W. State St., 9th Floor		
PO Box 230		
Trenton, New Jersey 08625-0230		

# EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. I7:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to <a href="Subchapter 10">Subchapter 10</a> of the Administrative Code at N.J.A.C. 17:27.

\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)	
☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).	
I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL	).
I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.	

### INSTRUCTIONS FOR COMPLETING THE **EMPLOYEE INFORMATION REPORT (FORM AA302)**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

- the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business FROM THE FACILITY THAT IS BEING AWARDED THE is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".
- ITEM 3 Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.
- ITEM 4 Enter the name by which the company is identified. If there is more than one company name, enter the predominate one
- ITEM 5 Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 6 Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.
- ITEM 7 Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.
- ITEM 8 If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersev.
- ITEM 9 Enter the total number of employees at the establishment being awarded the contract.
- ITEM 10 Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 1 - Enter the Federal Identification Number assigned by ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

#### Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups

- ITEM 12 Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.
- ITEM 13 Enter the dates of the payroll period used to prepare the employment data presented in Item 12.
- ITEM 14 If this is the first time an Employee Information Report has been submitted for this company, check block
- ITEM 15 If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by
- ITEM 16 Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 17 Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

### TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury **Division of Public Contracts Equal Employment Opportunity Compliance** P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

### **State of New Jersey**

### Division of Public Contracts Equal Employment Opportunity Compliance

### **EMPLOYEE INFORMATION REPORT**

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT FEQ.1 REPORT FOR SECTION B. ITEM 11

CERTIFICATE. DO N	OT SUBMI	T EEO-	1 REPORT	FOR SE	CTION B,	ITEM 11							
			SEC	TION	A - CON	<b>IPANY</b>	IDENT	IFICA	TION				
1. FID. NO. OR SOCIA 13-2583088	L SECURITY	2. TYPE OF BUSINESS  1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER							3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY 16				
4. COMPANY NAME Milliken Services, L	LC							-					
5. STREET	CITY						COU	NTY		STATE	ZIP C	ODE	
920 Milliken Road	liken Road Spartanburg							Spa	rtanburg		SC	2930	03
6. NAME OF PARENT O Milliken Design, INC	AME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) ken Design, INC						CITY Spartanburg			STATE SC	ZIP 0 2930		
7. CHECK ONE: IS THI	CK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER						<b>√</b>	MULTI-ES	STABLISH	MENT EMPL	OYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ							None						
9. TOTAL NUMBER OF	EMPLOYEES	AT EST	ABLISHME	NT WHICH	H HAS BEEN	N AWARDE	D THE CO	NTRACT	16				
10. PUBLIC AGENCY A	WARDING C	ONTRAC	т		С	ITY		cou	NTY		STATE	ZIP C	ODE
To be determined b	y contract	award	(Bidding	in Proce	ss)								
Official Use Only				ATE RECI	EIVED	INAUG	DATE	ASSIC	SNED CERT	IFICATIO	N NUMBER		
					ON B -								
11. Report all permane Where there are no en 1, 2, & 3. DO NOT SU	nployees in a	a particu	lar catego	mployees ry, enter a	ON YOUR a zero. Incli	OWN PAYF ude ALL er	ROLL. Ente mployees,	er the appr not just th	opriate fig	ures on a ority/non	II lines and -minority ca	in all colui ategories,	mns. in columns
					ı	PERMANEN	T MINORIT	Y/NON-MI	NORITY EN	IPLOYEE E	REAKDOWN	ı	
JOB	All E	mploye	ees	*****	******	* MALE *	******	******	******	*****	* FEMALE	******	*****
Categories	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanio	Amer. Indian	Asian	Non Min
Officials/Managers	8	6	2	0	0	0	0	6	0	0	0	0	2
Professionals	1	1	0	1	0	0	0	0	0	0	0	0	0
Technicians	2	0	2	0	0	0	0	0	0	0	0	0	2
Sales Workers	4	2	2	1	0	0	0	1	0	0	0	0	2
Office & Clerical	1	0	1	0	0	0	0	0	0	0	0	0	1
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	16	9	7	2	2	0	0	1	0	0	0	0	5
Total employment From previous Report (if any)													
Temporary & Part		,	The data	below sh	all NOT be	included ir	the figure	es for the	appropriate	e categori	es above.		•
Time Employees													
12. HOW WAS INFO EEO-1	RMATION AS	S TO RA	CE OR ETH	NIC GRO	JP IN SECT	ION B OB	L ΓAINED?	Employ	THIS THE ree Inform Submitted	ation		NO, DATE T SUBMIT	
13. DATES OF PAYROFFROM:	OLL PERIOD 7/15/19		TO:	8/11	/19			✓ YES	_	NO			
		SI	ECTION	IC-S	IGNAT	JRE AN	ID IND	ENTIF	ICATIO	ON			
16. NAME OF PERSO	N COMPLET	ING FOR	RM (Print o	r Type)	S	IGNATURE			TITLE			DATE	=
Katherine Corbin					Katherine	e Corbin		HR Cor	mpliance	Manager		8/9/1	9
17. ADDRESS NO. & 920 Milliken Road			CITY Spar	tanburg		COUNTY Spartanl	ourg	STA SC		CODE 303	PHONE, 864-50	AREA COD 3-2276	E, NO.

I certify that the information on this form is true an correct.

## OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

### P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

## OMNIA PARTNERS EXHIBITS EXHIBIT G-NEW JERSEY BUSINESS COMPLIANCE

### DOC#4

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (<a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</a>). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</a>). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

### OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

### Doc #4, continued C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity
  and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## OMNIA PARTNERS EXHIBITS

Doc #4, continued

### EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or i no late	ts permitted facsimile er than 10 days prior to	must be submitted the award of the	ed to the local	unit
Part I – Vendor Information	n			
Vendor Name:			330000	
Address:				
City:	State:	Zip:		
The undersigned being authorized compliance with the provisions of a companying this form.	ed to certify, hereby cert of <u>N.J.S.A.</u> 19:44A-20.	ifies that the subt 26 and as represe	nission provide ented by the Ins	ed herein represents structions
Signature	Printed Name	Title		
Disclosure requirement: Pur	than \$300 per election	4A-20.26 this d	isclosure mus	of the submission to
		n the form prov	ided by the lo	cai unit.
the committees of the gover  Check here if disclosure is	provided in electronic	form		
		form	Date	Dollar Amount
Check here if disclosure is	provided in electronic	form		
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount
Check here if disclosure is	provided in electronic	form		Dollar Amount

Requirements for National Cooperative Contract Page 33 of 44

### Doc #4, continued

## OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

## List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

## OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

### STOCKHOLDER DISCLOSURE CERTIFICATION

ame of Business:	
I certify that the list below contains the name holding 10% or more of the issued and outst OR	
I certify that no one stockholder owns 10% the undersigned.	or more of the issued and outstanding stock of
Check the box that represents the type of busines	ss organization:
Partnership Corporation	Sole Proprietorship
Limited Partnership	Corporation Limited Liability Partnership
Subchapter S Corporation	
Sign and notarize the form below, and, if necessa	ry, complete the stockholder list below.
Stockholders:	
Name: Milliken Design, Inc.	Name:
Home Address: 920 Milliken Road Spartanburg, SC 29303	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this I day of august, 2019 (Notary Public) Deblue K. Heerford	(Affiant)  Al Carter, Director of Strategic Accounts
(Notary Public) New York	(Print name & title of affiant)
My Commission expires: 10/24/2021	(Corporate Seal)
AT ALF LIUNA FA	

Requirements for National Cooperative Contract Page 35 of 44

## OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

**DOC #6** 

### Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: <a href="http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\_investmentact.pdf">http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\_investmentact.pdf</a>.

Offerors should submit the above form completed with their proposal.

## OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #7

## NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

## STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 001225-May2019 Bidder/Offeror: Milliken Services, LLC

## PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

sub- in Ir mus non by I	tract must comp sidiaries, or affil an. The Chapt st review this li -responsive. It aw, rule or con	olete the certification below to attest, iates, is identified on the Department of the 25 list is found on the Division's wast prior to completing the below certifulation to the Director finds a person or entity to	y that submits a bid or proposal or otherwise proposes to enter into or renew a under penalty of perjury, that neither the person or entity, nor any of its parents, of Treasury's Chapter 25 list as a person or entity engaging in investment activities vebsite at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a> . Bidders ication. Failure to complete the certification will render a bidder's proposal to be in violation of law, s/he shall take action as may be appropriate and provided osing sanctions, seeking compliance, recovering damages, declaring the party in
PLEA	SE CHECK T	HE APPROPRIATE BOX:	
<b>✓</b>	subsidiaries activities in I or representa	s, or affiliates is <u>listed</u> on the N.J. Derran pursuant to P.L. 2012, c. 25 ("Cha	5, that neither the bidder listed above nor any of the bidder's parents, epartment of the Treasury"s list of entities determined to be engaged in prohibited upter 25 List"). I further certify that I am the person listed above, or I am an officer authorized to make this certification on its behalf. I will skip Part 2 and sign and
	OR		
	the Departn	nent's Chapter 25 list. I will provide nd complete the Certification belo	dder and/or one or more of its parents, subsidiaries, or affiliates is listed on a detailed, accurate and precise description of the activities in Part 2 below w. Failure to provide such will result in the proposal being rendered as non-sanctions will be assessed as provided by law.
ТНС	You must pro subsidia	vide a detailed, accurate and precise of aries or affiliates, engaging in the investigation of the investigation o	FORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN description of the activities of the bidding person/entity, or one of its parents, stment activities in Iran outlined above by completing the boxes below.  ORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE INVESTIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL TIVITIES ENTRY" BUTTON.
N	ame		Relationship to Bidder/Offeror
	escription of Ac	tivities	
	uration of Enga	gement	Anticipated Cessation Date
В	idder/Offeror Co	ontact Name	Contact Phone Number
	ADD AN A	ADDITIONAL ACTIVITIES ENTRY	
my know obligate answe this ce my ago unenfo	owledge are true wledge that the tion from the dat rs of information rtification, and i reement(s) with proceable.	e and complete. I attest that I am autho State of New Jersey is relying on the te of this certification through the comp a contained herein. I acknowledge that I I I do so, I recognize that I am subject to the State of New Jersey and that the S	ent and state that the foregoing information and any attachments thereto to the best of rized to execute this certification on behalf of the above-referenced person or entity. I information contained herein and thereby acknowledge that I am under a continuing letion of any contracts with the State to notify the State in writing of any changes to the am aware that it is a criminal offense to make a false statement or misrepresentation in criminal prosecution under the law and that it will also constitute a material breach of tate at its option may declare any contract(s) resulting from this certification void and
Full N	ame (Print):	Al Carter	Signature: M C J
Title:	Director of	f Strategic Accounts	Date: 8/9/219
DDC C		De-Just 44 /2042	
DEL 2	tandard Forms	Lacker 11/2012	

## OMNIA PARTNERS EXHIBITS EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

### **FEDERAL CERTIFICATIONS**

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

t are 200, ao appiroasio.		
APPENDIX II TO 2 CFR PART 200		
amount determined by the Civilian A as authorized by 41 U.S.C. 1908,	gency Acquisition C must address add	threshold currently set at \$150,000, which is the inflation adjusted council and the Defense Acquisition Regulations Council (Councils) ministrative, contractual, or legal remedies in instances where le for such sanctions and penalties as appropriate.
Pursuant to Federal Rule (A) above, whand privileges under the applicable law party.	nen a Participating Ag s and regulations with	gency expends federal funds, the Participating Agency reserves all rights h respect to this procurement in the event of breach of contract by either
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror
(B) Termination for cause and for deffected and the basis for settlement	convenience by the	grantee or subgrantee including the manner by which it will be (cess of \$10,000)
to immediately terminate any agreemed default of the agreement by Offeror in the specified in the procurement solicitation in accordance with the contract and/or contract immediately, with written notice in the best interest of Participating Agracepted by Participating Agency as of award under this procurement process	ent in excess of \$10,0 the event Offeror fails in, contract, and/or a produce the procurement so be to offeror, for convigency to do so. Offer the termination date it is not exclusive and	gency expends federal funds, the Participating Agency reserves the right 300 resulting from this procurement process in the event of a breach or a to: (1) meet schedules, deadlines, and/or delivery dates within the time purchase order; (2) make any payments owed; or (3) otherwise perform licitation. Participating Agency also reserves the right to terminate the venience, if Participating Agency believes, in its sole discretion that it is ror will be compensated for work performed and accepted and goods if the contract is terminated for convenience of Participating Agency. Any Participating Agency er offerors when it is in Participating Agency's best interest.
Does offeror agree? YES		Initials of Authorized Representative of offeror
definition of "federally assisted con provided under 41 CFR 60-1.4(b), in 12319, 12935, 3 CFR Part, 1964-1969 11246 Relating to Equal Employme Contract Compliance Programs, Equ	estruction contract" accordance with E 5 Comp., p. 339), as nt Opportunity," and al Employment Opp	Section (Control of Property Control of Cont
Pursuant to Federal Rule (C) above, a contract, the equal opportunity clause is	when a Participating incorporated by refe	Agency expends federal funds on any federally assisted construction rence herein.
Does offeror agree to abide by the above	ve? YES	Initials of Authorized Representative of offeror
(D) Davis-Bacon Act, as amended	(40 U.S.C. 3141-3	148). 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

CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

## OMNIA PARTNERS EXHIBITS EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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 CFR Part 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.

		Agency expends federal funds during the term of an award for all be in compliance with all applicable Davis-Bacon Act provisions.
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror
non-Federal entity in excess of for compliance with 40 U.S.C. 340 U.S.C. 3702 of the Act, each basis of a standard work weel worker is compensated at a rexcess of 40 hours in the provide that no laborer or me unsanitary, hazardous or dang	f \$100,000 that involve the 3702 and 3704, as suppler in contractor must be required to f 40 hours. Work in extrate of not less than one work week. The required chanic must be required erous. These requirements	U.S.C. 3701-3708). Where applicable, all contracts awarded by the e employment of mechanics or laborers must include a provision mented by Department of Labor regulations (29 CFR Part 5). Under tired to compute the wages of every mechanic and laborer on the cess of the standard work week is permissible provided that the and a half times the basic rate of pay for all hours worked in ments of 40 U.S.C. 3704 are applicable to construction work and to work in surroundings or under working conditions which are is do not apply to the purchases of supplies or materials or articles transportation or transmission of intelligence.
	ovisions of the Contract Wo	Agency expends federal funds, offeror certifies that offeror will be in ork Hours and Safety Standards Act during the term of an award for all nent process.
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror
agreement" under 37 CFR §4 business firm or nonprofit org developmental, or research w requirements of 37 CFR Part 4	01.2 (a) and the recipien anization regarding the su ork under that "funding 01, "Rights to Inventions I	greement. If the Federal award meets the definition of "funding not or subrecipient wishes to enter into a contract with a small abstitution of parties, assignment or performance of experimental, agreement," the recipient or subrecipient must comply with the Made by Nonprofit Organizations and Small Business Firms Under nents," and any implementing regulations issued by the awarding
	by Participating Agency res	expended by Participating Agency, the offeror certifies that during the sulting from this procurement process, the offeror agrees to comply with above.
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror
Contracts and subgrants of an to agree to comply with all app 7671q) and the Federal Water F	nounts in excess of \$150,0 licable standards, orders o Pollution Control Act as an	Il Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— 000 must contain a provision that requires the non- Federal award or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- mended (33 U.S.C. 1251- 1387). Violations must be reported to the ne Environmental Protection Agency (EPA).

## OMNIA PARTNERS EXHIBITS EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

	s by Participating Agenc	re expended by Participating Agency, the offeror certifies that during the ry member resulting from this procurement process, the offeror agrees Federal Rule (G) above.
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror
made to parties listed on the government of the OMB guidelines at 2 CFR 10 CFR part 1989 Comp., p. 235),	vernment wide exclusion 80 that implement Exe "Debarment and Susp ed by agencies, as well	49 and 12689)—A contract award (see 2 CFR 180.220) must not be one in the System for Award Management (SAM), in accordance with cutive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 ension." SAM Exclusions contains the names of parties debarred, as parties declared ineligible under statutory or regulatory authority
term of an award for all contracts	by Participating Agency ebarred, suspended, pro	re expended by Participating Agency, the offeror certifies that during the resulting from this procurement process, the offeror certifies that neither oposed for debarment, declared ineligible, or voluntarily excluded from
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror
must file the required certification funds to pay any person or organ member of Congress, officer of obtaining any Federal contract,	on. Each tier certifies to anization for influencing r employee of Congre grant or any other av s that takes place in c	Contractors that apply or bid for an award exceeding \$100,000 the tier above that it will not and has not used Federal appropriated g or attempting to influence an officer or employee of any agency, a ss, or an employee of a member of Congress in connection with ward covered by 31 U.S.C. 1352. Each tier must also disclose any connection with obtaining any Federal award. Such disclosures are
term and after the awarded term offeror certifies that it is in complia undersigned further certifies that:  (1) No Federal appropriated fund attempting to influence an officer employee of a Member of Congres of a Federal loan, the entering into of a Federal contract, grant, loan, (2) If any funds other than Feattempting to influence an officer employee of a Member of Congres and submit Standard Form-LLL, "E (3) The undersigned shall requir awards exceeding \$100,000 in Federal Conference of the conference of th	of an award for all contra- ance with all applicable parts have been paid or will or employee of any ages in connection with the or a cooperative agreement or cooperative agreement appropriated fundor employee of any ages in connection with this Disclosure Form to Reporte that the language of the deral funds at all appropriate.	ds have been paid or will be paid to any person for influencing or ency, a Member of Congress, an officer or employee of congress, or an a Federal grant or cooperative agreement, the undersigned shall complete t Lobbying", in accordance with its instructions. his certification be included in the award documents for all covered subiate tiers and that all subrecipients shall certify and disclose accordingly.
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror
RECORD RET	ENTION REQUIREMENT	TS FOR CONTRACTS INVOLVING FEDERAL FUNDS
that it will comply with the record retain all records as required by	retention requirements of 2 CFR § 200.333 for	for any contract resulting from this procurement process, offeror certifies detailed in 2 CFR § 200.333. The offeror further certifies that offeror will a period of three years after grantees or subgrantees submit final as applicable, and all other pending matters are closed.
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror

## OMNIA PARTNERS EXHIBITS EXHIBIT F-FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION	OF COMPLIANCE WITH THE	ENERGY POLICY AND CONSERVATION ACT
will comply with the mandatory s	tandards and policies relating	t resulting from this procurement process, offeror certifies that it to energy efficiency which are contained in the state energy Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror
CERT	IFICATION OF COMPLIANCE	WITH BUY AMERICA PROVISIONS
Administration funds, offeror certified provide such certification or applica	s that its products comply with al ble waiver with respect to specif	tion, Federal Railroad Administration, or Federal Transit Il applicable provisions of the Buy America Act and agrees to ic products to any Participating Agency upon request. follow the applicable procurement rules calling for free and
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror
PROCUREME	NT OF RECOVERED MATERIA	ALS REQUIREMENTS FOR - 2 C.F.R. §200.322
Conservation and Recovery Act. T Environmental Protection Agency (I consistent with maintaining a satisfa the quantity acquired during the pre	The requirements of Section 600 EPA) at 40 CFR part 247 that contactory level of competition, when exceding fiscal year exceeded \$1 to recovery; and establishing an	002 of the Solid Waste Disposal Act, as amended by the Resource 02 include procuring only items designated in guidelines of the ontain the highest percentage of recovered materials practicable, e the purchase price of the item exceeds \$10,000 or the value of 0,000; procuring solid waste management services in a manner affirmative procurement program for procurement of recovered
Does Vendor agree? YES	ac	Initials of Authorized Representative of Vendor
CE	ERTIFICATION OF ACCESS TO	RECORDS - 2 C.F.R. § 200.336
books, documents, papers and reco	ords of offeror that are directly pe examinations, excerpts, and trans	f their duly authorized representatives shall have access to any extinent to offeror's discharge of its obligations under the Contract scriptions. The right also includes timely and reasonable access ating to such documents.
Does offeror agree? YES		Initials of Authorized Representative of offeror
	CERTIFICATION OF AFF	ORDABLE CARE ACT
Public Law 111-148 and the Health	t it shall be solely responsible for Care and Education Reconciliati for providing health care benefi	r compliance with the patient Protection and Affordable Care Act, ion Act 111-152 (collectively the Affordable Care Act "ACA"). The ts for its employees who provide services as required by Federal
Does offeror agree? YES	ac	Initials of Authorized Representative of offeror
C	ERTIFICATION OF APPLICAB	ILITY TO SUBCONTRACTORS
		hall be bound by the foregoing terms and conditions.
Does offeror agree? YES	1 1	Initials of Authorized Representative of offeror
Offeror agrees to comply with all further acknowledged that offeror noted above.  Offeror's Name: Milliken Services	certifies compliance with all p	rules, regulations and ordinances, as applicable. It is provisions, laws, acts, regulations, etc. as specifically

Phone Number: 202-258-8867	Fax Number:	
Printed Name and Title of Authorized Email Address: _Al Carter@Milliken.		
Signature of Authorized Representati	ve: W C <del>J.</del> Date: 8/9/2019	

### 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

### 1.1 Requirement

The University of California (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for FLOORING PRODUCTS & INSTALLATION SERVICES. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

### 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$9,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the

applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- **D.** Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

### 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement will be part of is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies. including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide through regional and national cooperatives with the exception of GSA and state contracts that do not execute national cooperative contracts such as State of Ohio and State of New Jersey. Supplier further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative

contract not excluded above, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as part of its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

### 3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### 3.1 Company

A. Brief history and description of Supplier.

Milliken & Company's roots go back 154 years:

- In 1865, Seth Milliken & William Deering founded Deering Milliken Company, a small woolen fabrics jobbing firm in Portland, Maine.
- In 1868, Seth Milliken moved the company headquarters to New York City, at that time the heart of the American textile industry.
- In 1884, the company invested in a new facility in Pacolet, South Carolina, and from that basic beginning the manufacturing operations grew.
- In 1976, Deering Milliken officially became Milliken & Company.
  - With headquarters in Spartanburg, South Carolina, today the company operates in a number of diverse disciplines including specialty chemicals, performance products, floor coverings, specialty fabrics and business consulting services.

Milliken & Company is one of the largest innovation companies in the world. Our belief that profits should be put back into research and development has allowed us to become the most technologically advanced manufacturer in existence today.

The Milliken Floor Covering Division is a privately held for-profit corporation divided into four regions: Americas, EMEAI, Asia Pacific and Australia. The company is headquartered in Spartanburg, South Carolina and operates facilities in the United States, United Kingdom, China and Australia. The Milliken Floor Covering Division is a business unit of Milliken & Company, which is governed by an independent board of directors. Milliken Services, LLC is the Milliken affiliate that provides both product and installation through our turnkey services program.

**Total number of direct employees** Approximately 7,000+

Total number and location of sales persons employed by Supplier. Approximately 7,000 associates worldwide with 80+ floorcovering sales associates in North America.

- B. Number and location of support centers (if applicable) and location of corporate office. Milliken's headquarters is located at 920 Milliken Road, Spartanburg, SC 29303. Milliken has manufacturing facilities on 4 continents and Milliken sales associates on the ground in 6 continents. There are 80+ showrooms and dedicated locations around the globe. One Global Brand with sales in over 120+ countries.
- C. Annual sales for the three previous fiscal years. Milliken is a privately-held company that does not release financial information. Please see financial information that we can provide attached to our RFP response.
- D. Submit FEIN and Dunn & Bradstreet report. Milliken Services, LLC- FEIN: 27-4264711; Milliken is privately-held.
- E. Describe any green or environmental initiatives or policies.

Milliken & Company is committed to operating our plants and facilities in complete compliance with all applicable environmental regulations and other requirements and to operate in a manner that protects the quality of our environment and the health and safety of our associates and the public. We are committed to strive for a goal of zero waste generation to all media - land, air, water - to be achieved by continual improvement in all of our operations. This goal will guide the conduct of our manufacturing operations, the development of new products, and our interaction with our suppliers and customers. Recycling of materials is an integral part of this on-going effort. We are committed to encouraging our families, our associates and our communities, through education and leadership, to conserve our natural resources and protect the environment in our daily lives.

We reaffirm our commitment to work with local, state and federal authorities to develop effective environmental solutions that meet tests of practicality and feasibility.

Milliken carpet tile has 3rd party verified - Red List Free Declare labels, Environmental Product Declarations that are 3rd party verified, multi-attribute sustainable certifications: NSF 140 Gold and Cradle to Cradle certified, and Green Label Plus. See additional information at:

https://floors.milliken.com/floors/en-us/sustainability/third-party-certification

Milliken Flooring has sent zero process waste to the landfill for over 20 years. Milliken carpets are manufactured with a minimum of 5% renewable energy and 5% carbon offsets. Milliken has a publicly stated goal to increase our Renewable energy 10x verses a 2018 baseline.

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. Milliken partners with many diverse subcontractors to provide installation in our turnkey program. Milliken partners with subcontractors who help bring the best quality and price to our customers. Those factors being essentially equal, it is Milliken's desire to promote and foster relationships with diverse subcontractors
- G. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc. N/A
- H. Describe how supplier differentiates itself from its competitors.
- Milliken & Company is a 154-year-old company that combines science with design and insights. Milliken tackles the issues and concerns of today. Every day, our community of innovators is invigorated by the challenge of creating new ways to enhance people's lives. All carpet manufacturing sites are ISO-14001 Certified the highest global standard for environmental responsibility with 7000 employees around the world. Voted Fortune Magazine's Best Companies to Work For and Ethisphere Institute recognized Milliken as one of the World's Most Ethical Companies for the past 12 years.
- Milliken Services LLC is a division of Milliken & Company that provides full Turnkey solutions for our National Account clients that desire to bundle product and labor services in one package. While there will be a single point of contact (Project Manager), a team of associates are assigned to each account to support the process and provide a streamlined, repeatable process. Milliken Services LLC will take full ownership and responsibility for each project. Our commitment is to provide world class products and the service at the highest level to create a great customer experience.
- Milliken operates with zero waste to landfill. Evaluated through Life Cycle Assessment (LCA). All U.S. floor covering products are PVC free, chlorinefree and are manufactured with alternative energy.
- PVC Free open celled technology high performance cushion backing extends carpet's life by 40%. This technology eliminates the use of primers and sealers and will tolerate higher moisture levels in the slab.
- Milliken Cushion Backing offers superior sound absorption, superior thermal resistance, 40% longer product life, improved durability and 20% reduction in leg fatigue which supports sit / stand ergonomic requirements.
- Proven Successful, Milliken Contract was the first company to develop and offer cushion-backed carpet tile and are now the recognized leader in this technology.
- All Milliken Floor Covering Products are third-party certified Green Label Plus for Indoor Air Quality by CRI. Maximum LEED Credit.

- All Milliken Carpet products are free of the 22 Red List chemicals defined in the Living Building Challenge.
- Environmental Product Declarations are available for all standard modular carpet tile offerings.
- Declare®
- UL CERTIFIED, Environmental Product Declaration
- Milliken Carpet Tile products are shipped on palettes and not individual boxes greatly reducing cardboard waste and cardboard recycling/disposal costs.

Milliken offers the industry's leading lifetime performance guarantees. Milliken has 14 Lifetime Warranties shown below for all Modular products:

- **Face Fiber Wear** Lifetime warranty that the carpet will lose no more than ten percent (10%) of its face fiber by weight. Carpet installed on stairs, warranty will be limited to 5 years.
- Staining/Soiling Resistance (StainSmart®) Lifetime warranty for permanent resisting of stain and soiling with carpet treated with StainSmart®.
- **Color Pattern Permanency** Lifetime warranty that the carpet will exhibit no pattern loss. Carpet installed on stairs, limited to 5 years.
- **Delamination of Backing** Lifetime warranty that the backing of the carpet will not delaminate
- **Edge Ravel** Lifetime warranty that the carpet will exhibit no edge ravel or zippering.
- **Tuft Bind** Lifetime warranty that the carpet will maintain its tuft bind integrity.
- **Floor Compatibility** Lifetime warranty that the carpet will not cause a reaction of old adhesives due to plasticizer migration.
- **Antistatic** Lifetime warranty that the carpet will not generate static shock greater than 3.5 kilovolts
- Antimicrobial Protection (AlphaSan®) Lifetime warranty that the AlphaSan® antimicrobial agent will remain active and will inhibit microbial activity that can contribute to deterioration in the carpet backing.
- **Flammability** Lifetime warranty that at the time of shipment the carpet will comply with the applicable provisions and laws for carpet used as floor covering in commercial installations.
- **Cushion Resiliency** Lifetime warranty that the modular carpet with attached cushion will retain 90% of its cushion resilience during the lifetime of the carpet.
- **Dimensional Stability** Lifetime warranty that the modular carpet will maintain its dimensional stability during the lifetime of the carpet.

- **Floor Release** Lifetime warranty that the initial installation of the modular carpet will release from the floor.
- **Moisture Resistance** Lifetime warranty that the modular carpet will resist moisture penetration, does not include moisture penetration at the seams.

### **Milliken Floor Compatibility**

Milliken modular backings are non-reactive and contain no PVC or plasticizers. This greatly simplifies the floor preparation process and typically eliminates the necessity of old adhesive removal. All Milliken Modular Carpets carry the "Lifetime Floor Compatibility Warranty". No chemical incompatibility exists between Milliken Modular Carpet or Milliken Modular Carpet Adhesive and any existing flooring adhesive.

### Milliken Modular Carpets

- o Reduces the time needed to remove old adhesives thus reducing carpet installation time
- Will not cause a chemical reactivation of old adhesives due to plasticizer migration
- o Eliminates the odors and Indoor Air Quality issues associated with plasticizer migration
- Old adhesive will not damage or destroy the construction of Milliken Modular Carpet
- o Eliminates any concern for costly remediation of incompatible floor covering problems with subfloor, old adhesives, or sealers
- I. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
  - As a major manufacturing corporation Milliken has inevitably been involved in a certain amount of commercial litigation. On a relative basis the amount of such litigation is quite small. For further information contact the General Counsel's office at 864-503-2266.
- J. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable; N/A
  - b. is not owned or operated by anyone who has been convicted of a felony; or Milliken is privately-held but not to our knowledge
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions. Not to our knowledge
- K. Describe any debarment or suspension actions taken against supplier N/A

### 3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier. Milliken offers floorcovering products including Cushioned-Back Modular Carpet Tile, Broadloom Carpet, Luxury Vinyl Tile, and Entry Flooring Products.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the

- Master Agreement, including U.S. Territories and Outlying Areas. Milliken's floorcovering products are available either direct or through our large dealer partner network
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user. Milliken products are shipped through national transportation carriers.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable. As described above, Milliken has manufacturing facilities on 4 continents, 6 continents with Milliken sales associates on the ground. 80+ showrooms and dedicated locations. One Global Brand with sales in over 120+ countries across the globe.

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to: Milliken will, upon award, immediately within 90 days, implement the Master Agreement as part of our government marketing strategy for Public Agencies, to our sales team nationwide, to include but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as part of Milliken's the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Milliken's Supplier's national sales force with participation from Milliken's the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.
  - iii. Milliken will add the Master Agreement to Highspot, Salesforce.com and the Milliken Floorcovering Website under our Government Segment Section, and all marketing literature and brochures related to Government Markets within the first 90 days.
- B. Milliken will, upon award, immediately within 90 days, implement Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days
  - iii. Announcement sent via email to current Participating Public Agencies and Prospective Public Agencies within first 90 days.
  - iv. Design, publication and distribution of co-branded marketing materials within first 90 days
  - v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.)

- and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- vi. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vii. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- viii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - ix. Dedicated OMNIA Partners internet web-based homepage link on Supplier's Floorcovering website's government segment section with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. As stated above in our Marketing Plan, Milliken will only transition existing Public Agency customer's accounts to the Master Agreement at the customer's request. Transition would be seamless as the customer would already have an account with us and we would start capturing, tracking, and reporting their sales on the effective date of transmission. Milliken currently holds Cooperative (Regional and National) contracts with Sourcewell, NASPO and MHEC.
- D. Acknowledge Supplier Milliken agrees to provide its logo(s) and brand standards document to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Should it follow Milliken's brand standards guidelines. Milliken Aacknowledges that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials on leads established by Omnia Partners are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best Competitive national cooperative government pricing
- iii. No cost to participate
- iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support Tamlin Antoine, Director of Global Government Sales, Tamlin.Antoine@Milliken.com, 202-480-6461
  - ii. Marketing Tamlin Antoine, Director of Global Government Sales, Tamlin.Antoine@Milliken.com, 202-480-6461
  - iii. Sales -- Tamlin Antoine, Director of Global Government Sales, Tamlin.Antoine@Milliken.com, 202-480-6461
  - iv. Sales Support Tamlin Antoine, Director of Global Government Sales, Tamlin.Antoine@Milliken.com, 202-480-6461
  - v. Financial Reporting Kelly Anderson, Financial Analyst, Kelly. Anderson @ Milliken.com, 864-503-6099
  - vi. Accounts Payable Kelly Anderson, Financial Analyst, Kelly, Anderson @ Milliken.com, 864-503-6099
  - vii. Contracts Dawn Weathers, Contract Services Lead, Dawn.Weathers@Milliken.com, 404-304-3698
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Milliken's national sales team responsible for national cooperative operative sales is lead by Al Carter, Director of Strategic Accounts. Tamlin Antoine, Director of Government Sales will be responsible for management of all aspects of the Master Agreement, including implementation, sales, marketing, reporting, fee payments, etc...

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program. Milliken has local sales teams in all major markets who will, individually, work with Omnia Partners team to initiate and grow Public Agency sales through the Master Agreement.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. Milliken has extensive and extremely successful experience managing all aspects of National Cooperative

Agreements and sales to Public Agencies. We have a dedicated customer service group that will respond to all customer service request, quotes, orders, timely account set up, etc...We also have an outstanding Marketing and Contract Management Teams that insure ongoing collaboration and coordination with marketing and sales.

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. As a private company, Milliken does not disclose specific sales information on our customers. We can state, however, Milliken's Public Agency Sales exceeded \$14 million in 2018. If awarded a Master Agreement with Omnia Partners, Milliken will, at that point, discuss where we have been successful from a specific Agency standpoint.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions. Milliken will process orders through <a href="mailto:govorders@milliken.com">govorders@milliken.com</a>. Gov orders will route orders to respective departments for account set up, manufacturing production dates, shipping and delivery, accounts payable, and if turnkey, Milliken Services. This is a dedicated email and customer service department solely for Public Agencies.
- M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). We will not guarantee sales.

\$ 00 in year one
\$ 00 in year two
\$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond

- with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Master Agreement pricing will be used and reported to OMNIA Partners in all situations where a customers or projects are referred by OMNIA Partners. When there is no referral or in the unlikely event the Public Agency refuses Master Agreement pricing, Milliken will treat the request as we would any standard sales inquiry. In such a case, we may choose to still utilize the Master Agreement pricing or use standard pricing practices at our discretion. Existing Milliken customers will not be considered covered under the new pricing agreement.



#### Milliken & Company

At Milliken, we've always believed prosperity and responsibility must coexist — and we conduct business with a higher purpose and a longer-term view.

#### **Ethics, Excellence, and Leadership**

While we hold ourselves accountable to the highest ethical standards, we derive our greatest satisfaction from creating innovations that help solve the world's problems, adding value to people's lives, improving health and safety and making this world sustainable.

#### **CREATING NEW EXPERIENCES**

We create the highest quality products and services because our customers deserve no less. We take pride in a desire to demonstrate excellence in everything we do, but we find even deeper gratification in creating products that can completely change the customer's experience.

#### **BUILDING FOR THE FUTURE**

Following the long-term view of our founders, we recognize that for both our customers and ourselves to be economically sustainable entities, our innovations — the things we make — must enable us to win in the market today, but also to reinvest for the future.





In 2019, Milliken has once again been recognized as one of the World's Most Ethical Companies® by the Ethisphere® Institute, a global leader in defining and advancing the standards of ethical business practices.

Milliken is one of just 8 companies to receive this honor every year since its inception in 2007. A strong foundation of quality, ethics, and environmental responsibility has always been an integral part of who we are.



#### 90-DAY MARKETING PLAN THE UNIVERSITY OF CALIFORNIA/OMNIA PARTNERS CONTRACT

Below is Milliken's plan outlining our resources and efforts in order to successfully launch this partnership within Milliken and to our customers.

- Press release and social media blitz within the first 90 days.
- Face to face meetings with the University decision makers throughout California.
- Dedicated marketing literature specifically for this contract. Marketing of contract at all government and education trade shows.
- Milliken has an outstanding sales and marketing team nationally specifically focused on growing government and education sales through national cooperative contracts. We are currently in the process of developing a government sales training manual that we will distribute to the sales team
- Tamlin Antoine, Director of Government Sales, will conduct regional training seminars to the Milliken sales force and the dealer community to educate them on how to effectively utilize this contract and how to generate sales utilizing this contract.
- Milliken intends to add an additional 9 to 11 government/education specialists nationally in 2020.
- Tamlin Antoine, Director of Government Sales, will fly out to California multiple times in the
  first 90 days to market the California University/Omnia Contract, along with Milliken's
  dedicated California Government/Education Sales Specialist, Robert Alvarez. Robert's primary
  role will be to support, generate, and grow sales through this Contract.
- We will utilize our attached Look Book that will be tailored specifically for this contract. It will also include information on the below topics:
  - O Site-Related Solutions
  - O Health & Wellness

- O WellBACTM Cushion Backing
- O TractionBack®
- O Milliken's story
- O Product Pricing
- We will add the University of California/Omnia Partners on our government brochure (attached) that will be marketed to all government/education customers.
- We will list the University of California/Omnia Partners on our Milliken government landing page as an available contract vehicle for Milliken products and services. <a href="https://floors.milliken.com/floors/en-us/segments/government">https://floors.milliken.com/floors/en-us/segments/government</a>
- We will post on social media how excited we are to have been awarded this contract and look forward to successfully selling and marketing to members.
- Milliken will provide a Look Book tailored specifically to each University that purchases off of the contract. An example is attached for the San Diego Convention Center.
- Milliken has a very strong sales team in California that is extremely excited and able to successfully market the University of California/Omnia Partners contract, as well as, an outstanding national sales team to successfully market Omnia nationally.

# **OUR VISION**

To exceed the expectations and needs of our customers, suppliers and associates while providing goods and services through a supplier base that reflects the communities we live in and serve.



## VALUES

- Community enrichment through economic development.
- Respect for our environment, our associates, our customers and our suppliers.

# **MILLIKEN BUYS**

## RAW MATERIALS

Chemicals Fiber

# INDUSTRIAL PRODUCTS

Building Materials
Electrical Components
Fuels
Fasteners
Forklifts
Hand Tools
Lab Supplies
Measuring Instruments
Medical Supplies
Power Transmission
Office Supplies

## RAW MATERIALS

Advertising
Floor Covering Contractors
General Construction
Heating and Air
Hydraulics
Installations and Development
Projects

Landscaping
Pest Control
Printing
Security
Specialty Construction
Temporary Staffing

# **WE EXPECT**

Competitive Pricing

On-time Delivery

Adherence to Terms and Conditions Insurance and safety requirements to be met



#### Management Team

The management team for the University of California is detailed below, along with a list of key personnel for reference. Everyone at Milliken is happy to help.

#### **University of California Leadership Team**

NATIONAL ACCOUNT MANAGER

Nicole Kuczak

Nicole.Kuczak@milliken.com, (310) 504-4635

DIRECTOROFGOVERNMENTSALES **Tamlin Antoine** 

Tamlin.Antoine@milliken.com (202) 480-6461

QUALITY ASSURANCE LEADER **Russell Cleveland**Russell.Cleveland@milliken.com
(864) 362-5127

**DIRECTOR OF OPERATIONS** 

**Jason Richardson**Jason.Richardson@milliken.com
706-302-8333

DIRECTOR OF STRATEGIC ACCOUNTS

Al Carter

Al.Carter@milliken.com

(202) 258-8867

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REGIONAL VICE-PRESIDENT

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#### MILLIKEN MANAGEMENT TEAM INFORMATION

Name: Nicole Kuczak

Title: Account Manager - Orange County & Inland Empire

Role/Responsibility with Milliken: To manage Milliken's National Accounts and new business

development within the territory.

Number of Years of Service with Milliken: 2 years

Name: Jason Richardson

Title: Director of Operations Milliken Services, LLC

Role/Responsibility with Milliken: Management and Oversight of Turnkey Services Program

Number of Years of Service with Milliken: 2 years

Name: Amy Grantham Title: Project Manager

Role/Responsibility with Milliken: Managing projects for Milliken Services Turnkey program

Number of Years of Service with Milliken: 2 years

Name: Al Carter

Title: Director of Strategic accounts

Role/Responsibility with Milliken: Responsible for the research, development, maintenance, and

retention of the largest potential accounts in the floor covering industry. Responsible for

developing customers for life.

Number of Years of Service with Milliken: 4.5 years

Name: Tamlin Antoine

Title: Global Director of Government Sales

Role/Responsibility with Milliken: Responsible for sales, marketing, and administration of

federal, state, and local government segments and contracts.

Number of Years of Service with Milliken: 2 years

Name: Marc Cormier

Title: Regional Vice-President

Role/Responsibility with Milliken: Responsible for the leadership, development and success of

22 sales people in the Western US.

Number of Years of Service with Milliken: 3 years

Name: Caren Volkman

Title: Director of Customer Service

Role/Responsibility with Milliken: Managing US Customer Service teams

Number of Years of Service with Milliken: 17 years.

Name: Russell Cleveland

Title: Quality Director, North America

Role/Responsibility with Milliken: Served in various manufacturing, process improvement and quality management rolls in both the Automotive and Floor Covering Divisions. Degree in

Manufacturing Management and Quality Control from Auburn University.

Number of Years of Service with Milliken: 30 years.



#### LETTER FROM JIM McCALLUM

Milliken Floor Covering Division President

For more than a decade, Milliken has been named one of the World's Most Ethical Companies® by the Ethisphere® Institute. This recognition—which is more than a desired accolade—reaffirms Milliken's longstanding commitment to building a better future for our associates, customers and communities through ethical practices, innovation leadership and corporate citizenship. Ethics underpin every action at Milliken, including our commitment to examining our current actions to ensure they are the best possible course.

We have learned that listening to our customers and stakeholders is critical to our success. In this year's global sustainability report, our third annual, we have expanded our focus to reflect the advancements of priorities that stakeholders have deemed most important, including reviews of chemicals and ingredients that construct Milliken flooring solutions. In this edition, entitled "The Intersection of Ethics and Transparency," we illustrate how Milliken is embracing both environmental and material transparency around the world with revolutionary initiatives.

At Milliken, we take pride in our heritage as innovators fueled by deep science. Our purpose and passion for making the world a better place inspire us to solve some of the world's most difficult questions with the right course of action. Our stakeholders challenged us to redefine the meaning of the word safe by going beyond government regulation to include the best available science on materials and ingredients for our industryleading flooring solutions.

This philosophy has also helped us understand our stakeholders' expectations—how full transparency requires a pivot in how we conduct business with our suppliers, in how we design our products, and in how we think differently about materials and ingredients.

We recognize the responsibility that comes with being one of the World's Most Ethical Companies, and we constantly challenge ourselves to lead the industry in solving issues of material transparency and traceability through ethical innovation and science.

We have embraced what it truly means to be sustainable, as well as the challenges it presents. Our willingness to listen and respond to our stakeholders, along with our unwavering core values, reinforce our ability to ethically approach and transparently report our actions.

Milliken's involvement in environmental stewardship dates back to 1901 with our first recycling policy. It was something we prioritized then not because our customers expected it, but because we knew it was simply the right thing to do. We implemented the policy because we expected it of ourselves.

Today, as the industry collectively demands sustainability from all manufacturers, we are sharing what we have learned from our century-long journey so others can draw from our success—and we can continue to progress towards what is most meaningful for our customers and the environment.

It is in this spirit of learning and sharing that I am humbled to discuss the intersection of ethics and transparency.

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Sincerely,

President of the global Milliken floor covering division

"WE CONSTANTLY challenge ourselves to LEAD THE INDUSTRY in solving issues of MATERIAL TRANSPARENCY and TRACEABILITY"

Lapidus, an award-winning collection, is Living Building Challenge Compliant.

#### LETTER FROM PHILIP IVEY

Milliken Floor Covering Division Strategic Sustainability Leader

We appreciate you taking time to dive into our third annual sustainability report for the Milliken floor covering division. As the Global Strategic Sustainability Leader, I am honored to work with a company where behaving ethically is not only an expectation but a point of pride, as we work to add true value to people's lives, improve health and safety, and help make this world more sustainable.

We are also excited to introduce a deeper level of insight into our work in material transparency. We implemented significant initiatives to improve how we share the environmental and material health performance of our flooring solutions. In this report, we share more about programs measuring and tracking biodiversity and environmental impacts through life cycle assessment and how we approach material transparency with third-party partnerships, piloting a new LEED v4 credit for MR Building Product Disclosure and Optimization - Material Ingredients (Option 3), and chemical transparency reporting in the form of Declare labels and Health Product Declarations (HPDs). We are also re-approaching how we report our resource consumption, and we will soon introduce science-based targets and goals, along with better key performance indicators (KPIs), to reflect our growing business.

We have long shared our commitment to meaningful innovation and acting ethically throughout every facet of our business. Now, we're being transparent in how these two intersect—defining how they impact the decisions we make daily. Our shareholders have prompted us to share publicly how we believe we are acting ethically, allowing you, in turn, to fully understand our multifaceted initiative. We strive for transparency in the way we approach large-scale sustainability, so we can share our successes, but also open ourselves up to critique, feedback and even collaboration.

We hope this report inspires you to think differently about sustainable architecture and design, as this annual process has challenged us to do so.



Sincerely,

Strategic Sustainability Leader for the global Milliken floor covering division



"We strive for **TRANSPARENCY** in the way we approach LARGE-SCALE SUSTAINABILITY"

#### **ABOUT MILLIKEN FLOOR COVERING**

The Milliken floor covering division is part of Milliken & Company, an innovation company that has been exploring, discovering and creating ways to enhance people's lives since 1865. One of the largest privately held companies in the world, the Milliken & Company community of innovators developed one of the larger collections of United States patents held by a private U.S. company. Designers, facility managers and homeowners are inspired by Milliken's innovative broadloom and modular carpet, luxury vinyl tile, and entry flooring solutions, which are carried under the Milliken brand and designed with superior aesthetics and functionality to enhance work environments, hotels, airports, homes and other global commercial interiors.

Milliken\* is a privately held for-profit corporation divided into three regions: Americas, EMEAI and Asia Pacific. The company is headquartered in Spartanburg, South Carolina, and operates design and manufacturing facilities in the United States, United Kingdom, Australia and China. The floor covering division is a business unit of Milliken & Company, which is governed by an independent board of directors. The chairman of the board is also the company president and CEO.

\*All references to Milliken here forward refer to the global floor covering division of parent company Milliken & Company.





#### **ABOUT THIS REPORT**

As the third annual sustainability report for Milliken, this report encompasses key performance indicators from fiscal year 2016 across the company's global commercial, residential, hospitality, entryway and mats markets. All facilities and operations associated with this business are included.

This report is limited to the global operations of Milliken with organizational data from floor covering operations in the United States, China, United Kingdom and Australia. Data from Milliken & Company, the parent company, is not included.

This report meets the requirements of LEED v4 MRc3 credit by providing: Option 1: Raw Material Source and Extraction Reporting.

Milliken is providing this report as a third-party reviewed corporate sustainability report, which includes environmental impacts of extraction operations and activities associated with Milliken's products and product supply chain. This report was created using the Global Reporting Initiative (GRI) Sustainability Reporting framework. Our GRI Index is located on page 47.

For any questions about this report, please contact millikencarpet@milliken.com.



#### **HOW WE ENGAGE STAKEHOLDERS**

At Milliken, we rely on our network of stakeholders to help shape our conversation on sustainability. In preparation for this report, we engaged a panel of stakeholders to share feedback on our sustainability performance to date and help craft our sustainability activities for years to come. Over the course of more than 50 conversations, our stakeholders provided insights into the strengths, weaknesses and opportunities for our sustainability program.

Our stakeholders represent groups and organizations that are directly or indirectly affected by our operations, have a direct interest in our activities, and/or have the ability to influence outcomes and decision-making processes. For this report, our stakeholders comprise customers, architecture and design firm sustainability leaders, competitors, academics with flooring knowledge, flooring installers, environmental nonprofits, industry associations, and local community members.

We approached our conversations with these five key stakeholder groups using the following principles:

CUSTOMERS

Ensure customer satisfaction with our products and our long-term sustainability strategy by inviting open feedback.

**SUPPLIERS** 

Maintain close interaction to deliver highperformance, sustainable products.

**ASSOCIATES** 

Establish regular engagement on performance, policies and issues relating to meeting personal and business needs.

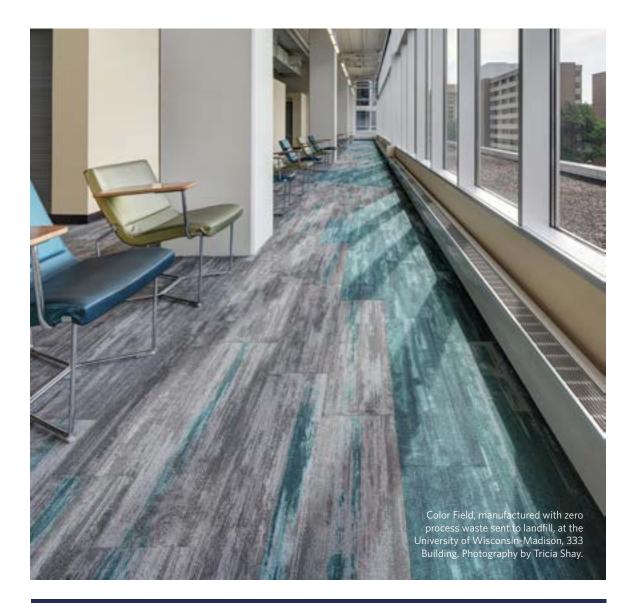
**NEIGHBORS** 

Invite open discussions regarding safety with those who live around Milliken manufacturing sites

EXTERNAL ORGANIZATIONS

Collaborate within and outside of our industry to further our understanding of issues affecting the sustainability of our business.

Indirect stakeholder feedback was supported through Milliken's involvement in various organizations and associations, which are listed on page 46. These annual industry-wide involvements help us identify, map, prioritize and engage with a variety of local, national and international stakeholders on integral topics related to our operations.



#### STAKEHOLDER EXPECTATIONS

In years past, our stakeholders defined five sustainability focus areas for Milliken to report on, prioritizing what Milliken should address. These priorities included:

- Resource Consumption
- Chemical and Human Health Impacts
- Recycled Content and Recyclability
- Supply Chain Impacts of Products
- Being an Employer of Choice

While engaging stakeholders for our third annual sustainability report, it was recommended that these five topics merge into two key areas: ethics and transparency. One stakeholder shared, "If you are acting ethically—and being transparent about what your ethical behavior looks like—what more can we ask?" For this report, we are centering on how Milliken believes ethics and transparency intersect and influence each other, as well as the results when they work together.

#### **ACTING ETHICALLY**

- Using resources responsibly
- Taking action to reduce our environmental
- Conducting global business reputably
- Being an employer of choice
- · Creating products with the environment in mind
- Designing flooring solutions with human health in mind
- Working to resolve conflicts between environmentally preferable products with questionable human health impacts and vice versa
- Partnering with suppliers who adhere to and behave with similar ethical behavior

#### **BEING TRANSPARENT**

- Publicly reporting resource consumption
- Communicating Milliken's role in protecting the environment
- Sharing our employment practices and metrics related to being an employer of choice
- Verifying the environmental performance of our products
- Providing the human health performance of our products
- Demanding transparency in our supply chain through traceability, transparency and accountability
- Maintaining open lines of communication for feedback

Acting ethically and being transparent begins with a corporate culture rewarding behavior that goes beyond business as usual. Milliken's values and policies, centered on environmental stewardship, quality, safety, chemical use, and employee and supplier codes of conduct, demonstrate how ethics and transparency are deeply integrated into our corporate culture and imperative to our success as a values-based business.

"We do not simply follow the letter of the law;

**WE FOLLOW AND EXCEED** the spirit of the law."

#### **OUR VALUES**

How Milliken achieves success is as important as the success we achieve. We believe ethical behavior is the right thing to do as an organization and as a community. As a long-held, core value of our company and of our shareholders, it is the foundation of our lasting business success.

Honesty, integrity and ethical behavior are the personal responsibility of every Milliken associate. We must conduct ourselves in accordance with the highest business standards, provide safe environments for our associates and manufacture with sustainable practices.

The Milliken & Company Code of Conduct is our guide to ethical business behavior. It cannot address every situation or circumstance, but it can be summarized in one simple idea: "Do what is right."

#### Milliken & Company

#### **ENVIRONMENTAL STATEMENT**

Designing innovative products and solutions for our customers is of the utmost importance. Through meaningful design, deep science and unique insights, we advance product development to the next level while supporting Milliken's efforts to increase sustainable results and minimize environmental impact of all products.

Milliken's holistic approach to innovation encompasses all stages of the life cycle - from material sourcing and manufacturing practices to end-of-life management. Our commitment to transparency, health, safety, quality and sustainability allows us to put our customers, associates and communities first.

#### Milliken & Company

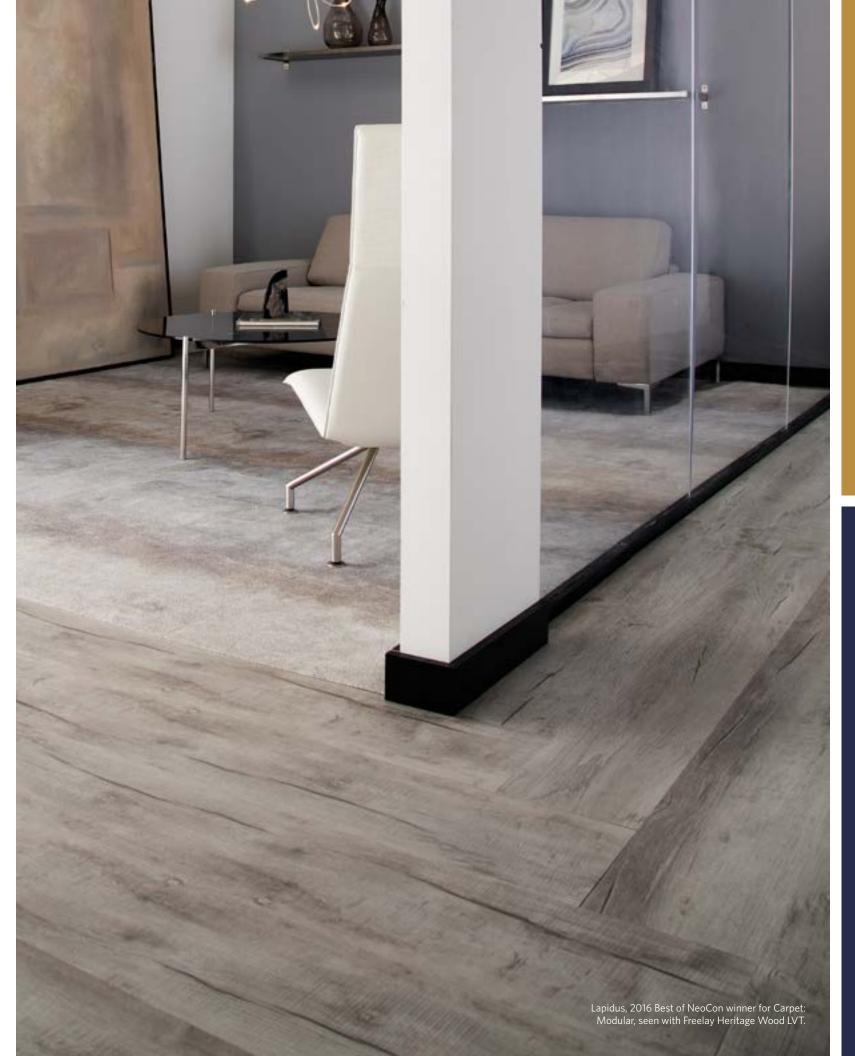
#### **ENVIRONMENTAL POLICY**

Milliken & Company is committed to operating our plants and facilities in complete compliance with all applicable environmental regulations and to operate in a manner that protects the quality of our environment and the health and safety of our associates and the public.

We are committed to strive for a goal of zero waste generation to all media—land, air, water—to be achieved by continual improvement in all of our operations. This goal will guide the conduct of our manufacturing operations, the development of new products and our interaction with our suppliers and customers. Recycling of materials is an integral part of this ongoing effort.

We are committed to encouraging our families, our associates and our communities, through education and leadership, to conserve our natural resources and protect the environment in our daily lives.

We reaffirm our commitment to work with local, state and federal authorities to develop effective environmental solutions that meet tests of practicality and feasibility.



#### Milliken & Company **QUALITY POLICY**

continuous improvement of all products and

All associates are committed to the development and strengthening of partnerships

We will continually strive to provide innovative and better quality products and services to enhance our customer's continued longterm profitable growth by understanding and exceeding their requirements and anticipating

#### Milliken & Company **SAFETY POLICY**

The safety and health of all its people is of primary importance to Milliken & Company.

Milliken will devote resources to train our people to perform their jobs safely, to ensure equipment can be operated in a safe manner, to eliminate workplace hazards, and to comply with applicable safety and health laws and regulations.

Milliken believes that all injuries are preventable, all health risks are controllable and management is accountable.

#### Milliken & Company CHEMICAL POLICY

Milliken & Company is committed to operating in a manner that protects the quality of our environment and the health and safety of our entire value chain, including suppliers, associates, customers and the public. We seek to offer customers and organizations of all sizes products that are inherently safer for human and environmental health throughout their life cycle.

We are committed to a goal of zero human health impacts to anyone who comes into contact with any aspect of Milliken & Company's operations and products. This is to be achieved through a continual improvement process that includes the evaluation of all existing, new and proposed products and processes.

Furthermore, we are committed to being a leader in safer chemistries and in the development of products that do more good than harm. We are committed to considering our families, our associates and our communities as we design and develop new products, and we must consider the environment and human health in those decisions. Specifically, we adhere to the following principles:

- 1. Fully Understand Product Chemistry Risks and Hazards, and Embrace the Appropriate Disclose of Product Chemistry. We will identify the substances associated with and used in our products across their life cycle, and we will increase the transparency of the chemical constituents of our products, including public disclosure of chemicals of high concern and third-party certification(s).
- 2. Intentionally Assess and Avoid Hazards. We will do this through the following actions:
- 1) We will determine the hazard characteristics of chemical constituents and formulations in our products using publicly available third-party methodologies.
- 2) We will strive to use chemicals identified as having inherently low hazard potential.
- 3) We will prioritize chemicals of high concern for elimination and minimize exposure and risk when hazards cannot be prevented.
- 4) We will allocate resources towards the redesign of products and processes in an effort to eliminate the use and generation of hazardous chemicals.
- 3. Commit to Continuous Improvement. We will establish operational governance structures, policies and practices to create a framework for the regular evaluation of product and process chemistry and work to redesign products with inherently lower hazard potential.
- 4. Support Public Policies and Industry Standards. We will support the advancement of policies and standards that are aligned with the principles above, that support the development of comprehensive, accurate and public hazard data and that take action to eliminate or reduce known hazards and promote a green chemistry research and education.

The above four principles shall be managed and acted upon within our ISO 14001 structure and audited accordingly for ongoing compliance.

This policy shall include all floor covering products, all manufacturing operations that produce floor covering products, all suppliers that produce and/or sell goods used in the manufacturing of floor covering products and all packaging used in the internal and external distribution of floor covering products.

#### Milliken & Company

#### **ASSOCIATE CODE OF CONDUCT**

The Milliken Code of Conduct is reviewed by 100% of our associates. It has been translated into the languages of every country in which we do business and is evaluated annually by Milliken's internal Committee on Compliance and Ethics and the Milliken & Company Board of Directors.

In addition to top-down oversight, associates within the floor covering division serve as compliance and ethics points of contact for the entire Milliken family of companies.

The Milliken Code of Conduct includes policies on how associates should approach:

Conflicts of interest

Information security

Policy management

Gifts and entertainment

Anti-corruption / bribery

Environmental protection

Antitrust / competition

Workplace harassment

Equal employment opportunity / diversity / discrimination

Fair employment / fair labor standards

Company asset protection

Social media

Financial integrity and fraud

Data privacy

Misconduct investigations

Procurement integrity / interacting with suppliers / supply

Chain oversight

Intellectual property

Workplace health and safety

Non-retaliation



Ideas, behaviors, intentions, logic, responsibility and innovation coexist at the intersection of ethics and transparency. It is a place of sharing, learning, refining and executing ideas. It is idyllic and provocative, challenging yet inspiring.

# TRANSPARENCY



#### Milliken believes acting ethically is

#### **USING RESOURCES RESPONSIBLY**

Milliken believes behaving ethically encompasses responsibly using resources, such as energy, waste and water. In 1990, Roger Milliken authored our first environmental policy, which directs us "to strive for a goal of zero waste generation to all media—land, air, water—to be achieved by continual improvement in all of our operations." This goal still guides the conduct of Milliken manufacturing operations, the development of new Milliken products and our interaction with our suppliers and customers.

For six years, Milliken has been diligently working to reduce our operational footprint with four lofty goals: achieving a 20% reduction in carbon emissions, energy use, water consumption and waste generation by 2020, as compared to our 2010 baseline.

Since 2010, we have achieved reductions of 9% to 49% in respective categories; however, we recognize these reductions are not as telling as we like, especially in an exciting period of company growth.

For example, in 2016, we saw a more than 15% increase in our production, and therefore, our Scope 1 Emissions increased by 8.89% and Scope 2 emissions increased by 11.17%. Emissions grew less than production; however, our current emissions tracking method identified this as a negative rather than a positive.

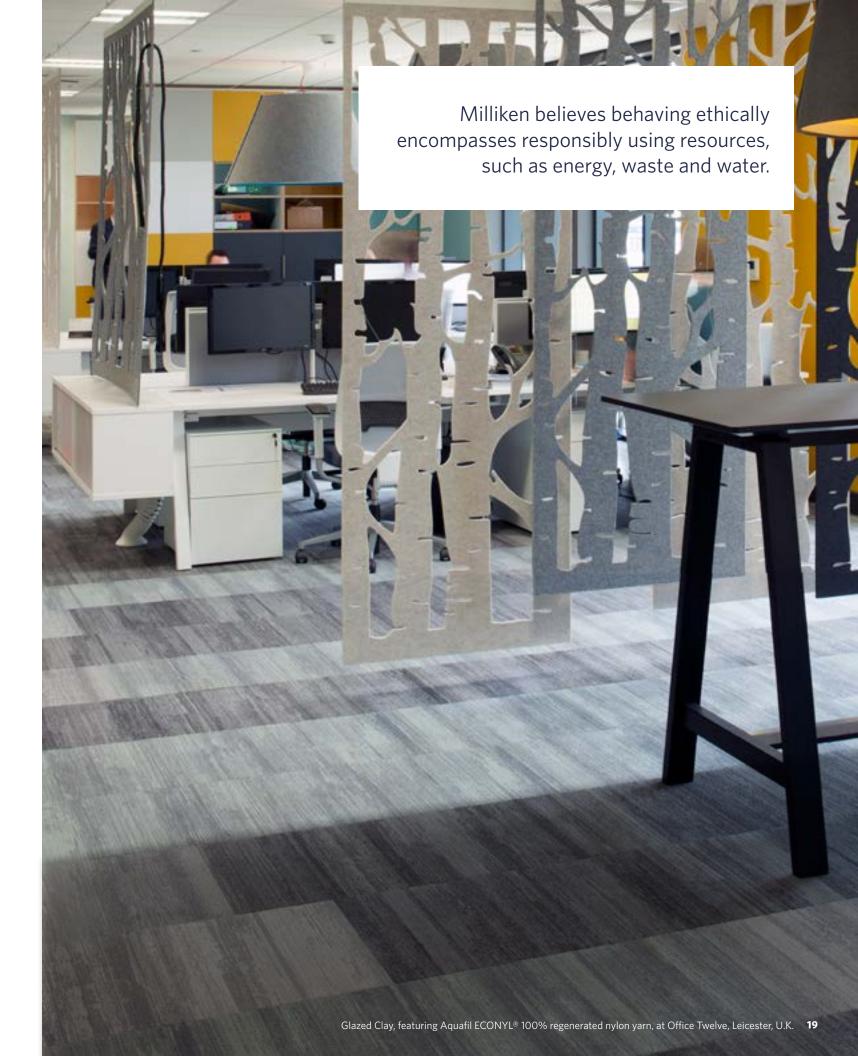
#### For 2017, Milliken is committing to the following:

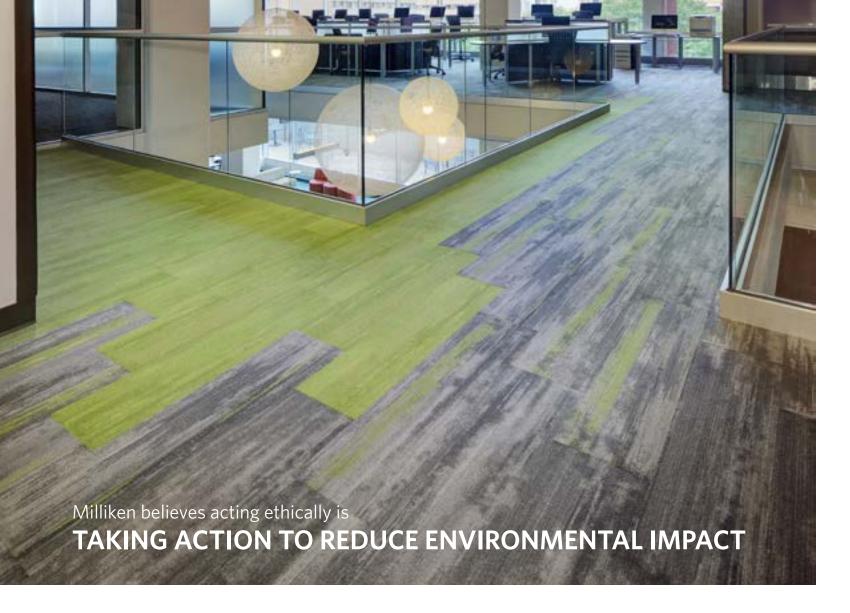
Encouraging continual discontinuing our carbon doing so, we are establishing a mindset that there is always more we can do to reduce our carbon footprint.

Shifting from absolute greenhouse gas (GHG) emissions targets to science-based targets. Through science-based targets, we will have a newly defined pathway for futureproof emissions reductions. We are currently defining these targets through 2017 and will announce updated goals upon completion.

Developing better KPIs production to connect positive business performance to positive sustainability performance.

As we strive to ethically manage our consumption of resources, we also want to improve the quality of the information available for Milliken to make informed decisions on how we impact the environment. Therefore, we will be refining our sustainability dashboard to offer normalized and absolute targets reflecting an appropriate science-based goals methodology. We are not abandoning our goal of 20% reduction by 2020; rather, we are expanding the parameters of that goal for more impact.





As a global flooring manufacturer, we are actively engaged in reducing our environmental impact. Milliken executives routinely interact with the states of Georgia and South Carolina regarding environmentally responsible manufacturing practices, because we firmly believe that Milliken can grow our business while decreasing our environmental footprint. In fact, Milliken emphasizes that many practices to help protect our environment are also good for business, such as making operations more efficient.

Milliken also played a role at the annual Global Green Pre-Oscar Party in Los Angeles in February 2016. The event raised funds for critical environmental initiatives and created global awareness for solutions to climate change. Leading by example, Global Green showcased green lifestyles by featuring everything from a sustainable green carpet and an all-organic menu, to making the event zero-waste and having celebrities arrive in eco-friendly vehicles. All of these efforts appropriately dubbed this party as the green event of Oscar week.

At the center of it all was the launch of the green carpet, manufactured by Milliken using Aquafil's sustainable ECONYL® nylon varn, which greeted celebrity guests as they arrived. Made completely from various nylon waste materials—such as abandoned fishing nets— ECONYL® yarns breathe new life into old products that would otherwise pollute the world's oceans and landfills. The PVC-free green carpet represented just one of the sustainable solutions at this event.

As the U.S. affiliate of Green Cross International, Global Green's signature programs include greening affordable housing, schools, neighborhoods and cities, as well as rebuilding communities that have suffered from the impacts of climate change, sea level rise and environmental degradation.

#### Milliken believes acting ethically is

#### **CONDUCTING GLOBAL BUSINESS REPUTABLY**

Every day our associates make millions of decisions, each one hinging on a shared set of values that has been ingrained into their decision-making framework. This collective system of decisions positively or negatively impacts our ability to act ethically and conduct a socially and environmentally responsible business in a global economy.

Many companies make claims about ethical behavior, but Milliken's approach to values-based business has been consistently recognized and honored. In 2016, Milliken celebrated its 10th consecutive year of being named to Ethisphere® Institute's list of the World's Most Ethical Companies<sup>®</sup>. This designation recognizes organizations around the world that have a material impact on the way business is conducted by fostering a culture of ethics and transparency at every level of the company. Designation is based on scores generated in five key categories: ethics and compliance program (35%), corporate citizenship and responsibility (20%), culture of ethics (20%), governance (15%), and leadership, innovation and reputation (10%).

Milliken makes a conscious effort to instill strong ethical values throughout its daily business practices. The World's Most Ethical Company designation has even prompted our associates to start using the question, "What would the World's Most Ethical Company do in this situation?" as a decision-making framework.

To reinforce this culture of ethical behavior, we maintain an Ethics Help Line for associates to call anonymously. If at any time an associate believes our company's values of honesty, integrity, ethical behavior or compliance with the law may be at risk, the associate can anonymously report their concerns through direct access.

The World's Most Ethical Companies® designation is based on scores within five key categories:

35% **ETHICS AND COMPLIANCE** 

**PROGRAM** 

20%

CORPORATE **CITIZENSHIP AND RESPONSIBILITY** 

20%

**CULTURE OF** ETHICS

15%

GOVERNANCE

10%

LEADERSHIP, **INNOVATION AND** REPUTATION

#### ETHICS HELP LINE DIALING INSTRUCTIONS

CALLING FROM	PHONE NUMBER
United States	1-866-327-8419
Australia	1-800-316-385
China	400-600-2617
France (Telecom)	0-800-99-0011 + 866-327-8419
France (Telecom Development)	0-805-70-1288 + 866-327-8419
India	000-117 + 866-327-8419
Mexico	001-844-367-1592
United Kingdom	0-500-89-001 + 866-327-8419

Accessing the Ethics Help Line from any other country is a two-step process:

- 1. Dial the country-specific direct access code. A list of access codes for each country can be found at the following site: https://www.business.att.com/bt/access.jsp.
- 2. After dialing the direct access code, you should hear a prompt. You should then dial 866-327-8419.

#### Milliken believes acting ethically is

#### BEING AN EMPLOYER OF CHOICE

Ethical behavior begins with our associates, which is why we hire exceptional people and invest in their growth. Milliken has a culture of oneness, trust and continuous learning, enabling our associates to grow their personal capabilities and reach their full potential. One of our greatest strengths is the diversity of our associates' talents and ideas. We seek innovators to lead in our quest for discovery, scientists and engineers to lead in our quest for continuous improvement, and strategic thinkers to lead in our quest for future growth.

While no day is the same at Milliken, every day is spent with a purpose and passion for making the world a better place, in ways both big and small. It is a way of being that combines deep science, meaningful design and unique insights to open our minds to the possibilities all around us; to consider challenges with fresh approaches and vigor. It is the way we solve problems and what makes our company unique.

Milliken & Company is an equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, status as a protected veteran or status as a qualified individual with a disability.

Milliken believes acting ethically is

#### CREATING PRODUCTS WITH THE ENVIRONMENT IN MIND

At Milliken, we deeply understand we only have one planet Earth, which is why we aim to do everything possible to consider it when we manufacture products, when our customers use our products, and when our products reach the end of their useful life.

We are constantly seeking more information about the environmental impacts of the raw materials we select, looking to better understand the impacts of our products in their installation and use, and to design and redesign its recyclability.

For Milliken, acting ethically means employing a holistic perspective: assessing the entire life of our products when evaluating environmental responsibility, and using Life Cycle Assessments and Environmental Product Declarations to measure and communicate their performance.



Simply by recommending the appropriate flooring and installation requirements, we can

#### PREVENT 75% TO 95% OF FUTURE ENVIRONMENTAL IMPACT - reducing

waste and the need to replace floor covering with new products.

#### **Life Cycle Assessments (LCA)**

LCAs allow us to evaluate the environmental impacts of Milliken flooring from raw material sourcing through the end of their usable life. LCAs measure the carbon impact of our products, total embodied energy, and contribution to smog, acidification and eutrophication to help identify areas where we can fine tune green attributes. At the time this report was published, we have conducted LCAs for 100% of the commercial flooring solutions we produce globally and are in the process of completing LCAs for all new products, including those for residential interiors.

Our LCA strategy includes evaluating any new products or any major changes to existing products, and reviewing current collections every three to five years. Our goal is to maintain completed LCAs on 100% of our products by the end of 2017—and 90% of them are already complete.

#### **Environmental Product Declarations (EPD®)**

EPDs communicate the results of our LCAs in a 12-15 page summary. EPDs act as a nutrition label of sorts, to highlight the stages across our products' value chains that have the largest environmental impact. Milliken has 29 EPDs available, which cover all standard Milliken modular carpet collections in the Americas, EMEAI and Asia Pacific. We are committed to providing EPDs for 100% of Milliken flooring solutions by 2020.

To manage the life cycle impacts of constructing and producing Milliken floor covering, we utilize our Design for the Environment (DfE) framework, which ensures responsible material selection and production processes.

We use LCAs to determine both positive and negative outcomes of using new products and ingredients. Our LCA data shows us that between 75% and 95% of our products' environmental impacts result from the sourcing and manufacturing of raw materials. When

possible, we develop relationships with suppliers providing locally sourced raw materials or materials with positive environmental attributes, such as biobased ingredients or those containing high percentages of recycled content.

Milliken's DfE framework also guides product design and application evaluation. We have found the single most environmentally impactful action we can take is to correctly specify flooring solutions for their ideal application. Simply by recommending the appropriate flooring and installation requirements, we can prevent 75% to 95% of future environmental impact – reducing waste and the need to replace floor covering with new products. In addition, we can provide innovative solutions to mitigate or resolve past product issues from other manufacturers—flooring failure from subfloor moisture issues as a primary example.

One significant way we promote the proper product for the correct application is by keenly focusing on the carpet backing.

The type of carpet backing, rather than fiber type or face weight, is the chief factor in creating carpet that performs with longevity and durability.

Milliken cushion-backed carpet is designed for a longer usable life, meaning there will be fewer needs to replace it over the long term.

Further, our cushion-backed products are among the industry's best to manage subfloor moisture, which is a common challenge in installing modular carpet.

Moisture management issues in interior environments can become very messy, costly and extremely difficult to repair. In most cases, our modular carpet with cushion backing uniquely safeguards environments and reduces the potential for mold and mildew issues, which could otherwise require total replacement.



#### Milliken's concern for human health impacts extends beyond the end users of our products.

We place equal emphasis on the human health impacts of our associates and the communities in which we operate, our suppliers' associates, the truck drivers who transport our raw materials, the communities where our raw materials travel, and those who are exposed to our products at the end of their useful life. We evaluate the whole life of flooring when we assess our product's human health performance and use the following tools to communicate the results.

#### HEALTH PRODUCT DECLARATION®

Health Product Declaration® (HPD) denotes the potential human health risks and hazards of products produced by Milliken. HPDs disclose product components and include environmental and human toxicity components to signal health-related product implications.

#### **DECLARESM**

Declare<sup>SM</sup> is a voluntary labeling program and database operated by the International Living Future Institute<sup>SM</sup>. Declare transparency labels are offered for 14 commercial modular carpet collections in the Americas and EMEAI, and all cushion-backed collections in China. Milliken modular carpet collections comply with the Red List imperative of the Living Building Challenge. Notably, Milliken was the first carpet manufacturer to offer Declare labels in China.

#### DESIGN FOR HUMAN HEALTH (DFHH)

To manage the impacts of our materials on human health, we evaluate all new and existing supplier materials to understand their human health impacts before purchasing. We do so using our Design for Human Health strategy, developed through WAP Sustainability's Value Chain Chemical Management System (VCCM®).

Our partnership with WAP Sustainability helps us manage the information needed to consider regulatory and voluntary market restricted and cautionary substance lists. This defined business process is a core component of Milliken's new material approval process. Nothing goes into production without evaluation and approval. Further, this process has been third-party verified by GreenCircle Certified, signifying Milliken's operational control of its chemical and ingredient evaluation process.

#### Another example where we seek positive health and wellness attributes is to consider our products' correct applications and uses.

In heavy traffic areas or areas where standing occurs, we recommend modular carpet with PVC-free cushion backing, which absorbs shock from thousands of footsteps each day. In workplaces providing sit-to-stand desks, the cushion backing helps reduce muscle fatigue as much as 24%. The addition of cushion backing also allows Milliken modular carpet to retain surface appearance up to 40% longer than non-cushioned carpet tiles. This performance is equivalent to a rating of 'severe' against the most rigorous test (TARR) in the industry.

Milliken's cushion-backed modular carpet also absorbs up to 50% more noise than hard-backed carpets and up to 12 times more than hard surface and rubber flooring, creating quieter indoor acoustics deemed imperative for today's open-concept workplaces.

Finally, as mentioned in our DfE examples, our cushion backing enables subfloor moisture vapor to be wicked away rather than trapped. This can improve indoor air quality by reducing damp conditions that attract mold and mildew.



Like many manufacturers addressing sustainability, we struggle with what to do when a slightly healthier product has a much larger environmental burden, and vice versa.

A product's sustainability, as well as health and wellness attributes, are broad and complicated topics. Though the talking points may be simple, the reality is far from black and white. To have an honest conversation about how green or how healthy any given product or company is, we have to account for the fact that competing, and sometimes contradictory, factors are inherent to any holistic environmental or health and wellness strategy.

One example of this conflict can be seen in Milliken's commitment to eliminate Red List Chemicals within our flooring products where possible, such as polyvinyl chloride (PVC) in broadloom and modular carpet. Currently Red-Listed, PVC is used to manufacture select Milliken products, including entry matting and luxury vinyl tile. PVC has long been debated in the carpet industry, and while PVC does have a low carbon intensity compared to similar products, it is difficult to control 100% of the product at the end of its life. Therefore, we use virgin PVC in our performance-driven luxury vinyl tile to ensure stable construction and consistent materials, and to keep the most visible supply



At Milliken, we marry chemical evaluation with LCA, providing the information necessary to make the most ethical, responsible and informed environmental and health decisions.

Milliken believes acting ethically is

#### **PARTNERING WITH SUPPLIERS WHO ADHERE** TO & BEHAVE WITH SIMILAR **ETHICAL BEHAVIOR**

Henry Ford envisioned an integrated vertical supply chain where he had total control and maintained complete ownership. That vision would make managing ethical behavior of an entire supply chain much easier, because all suppliers would operate under the same parent organization.

Ford's strategy is more difficult for Milliken, as we maintain relationships with more than 50 global suppliers. Since we do not control 100% of our supply chain, Milliken's Supplier Code of Conduct defines our ethical business expectations for suppliers, which they must review and sign before entering into a business arrangement with us.

Milliken expects our suppliers will operate in an environmentally responsible manner. At a minimum, suppliers should comply with all applicable environmental laws, regulations and standards, including requirements governing chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, air emissions controls, environmental permits and environmental reporting. Each supplier is also required to implement an environmental management system, which may include: goals to reduce environmental impact, measures and controls (including audits), reporting and training.

#### Milliken's Supplier Sustainability Program requires all suppliers and vendors to:

- Execute Milliken's Supplier Code of Conduct
- Provide Milliken a material safety data sheet (SDS) for every material
- Provide chemical and ingredient information to 100 parts per million (ppm)
- Provide packaging information with each specific product shipment
- Sign a written agreement assuring no forced or child labor is used
- Create a general plan for community involvement
- Commit to comply with all environmental and safety regulations
- Complete a signed and legally binding procurement policy



We collaborate with our major suppliers to provide more accurate data for LCAs, so our environmental impact evaluations are, in turn, more accurate. By 2020, we aim to expand this throughout our supply chain to all Tier 1 suppliers, to achieve a value chain filled with high-quality LCAs. The result is streamlined data to enable informed decisions about our product ingredients, constructions, applications, installations and cleaning

As Milliken works to promote transparency for our customers, we are also partnering with our suppliers to promote healthier materials and ingredients.

We implemented a program to provide suppliers feedback on the chemical and ingredient performance of products they to facilitate dialogues on product substitutes and replacements.

Making demands to our suppliers is a two-way street. Milliken is committed to treating our suppliers with the highest level of integrity and respect, and this commitment is reflected in our strong supplier relationships. Milliken acknowledges and respects the differences in culture and legal requirements throughout our global supply chain. In addition to demanding more than producing supplies and performing services in strict compliance with all applicable laws, we require supplies and services be produced or performed in an ethically, socially and environmentally responsible manner.



For Milliken, being transparent means being held accountable for our performance. While we have made great strides in reducing our consumption of resources like energy, waste, water and carbon, we have yet to achieve our stated goals. By being transparent with our performance to date, we hope to hold ourselves to a higher level of accountability.

Stewarding the natural resources we consume is a core value for Milliken & Company. The floor covering division has performed favorably in reducing resource consumption during periods of flat growth, but with increased production outputs, we are seeing progress towards our absolute reduction targets decline. We are not on track to meet our 2020 goals of 20% reduction in carbon emissions, energy and waste.

Milliken intends to do our part to protect the environment by using resources responsibly. To improve our performance, we have separated ourselves from our third-party carbon negative certification from the Leonardo Academy Cleaner and Greener® program. Instead, we shifted the conversation internally to one acknowledging we still have work to do. Further, new KPIs and goals normalized to production numbers, hours of operation and number of employees, and the introduction of science-based goals will help us continue to improve our responsible use of resources.

#### 2016 MILLIKEN RESOURCE CONSUMPTION AND CARBON EMISSIONS

	SCOPE 1 EMISSIONS (MT CO2e)	SCOPE 2 EMISSIONS (MT CO2e)	ENERGY (MMBtu)	WATER (m3)	WASTE (tonnes)
Base Year 2010	31,032	56,379	952,258	1,811,782	8,330
2015	27,900	50,506	822,654	923,598	7,241
2016	30,381	56,150	890,389	876,946	7,101
Percent Reduction 2015	-9.02%	-10.42%	-13.61%	-49.02%	-13.08%
Percent Reduction 2016	-2.09%	-0.4%	-6.50%	-51.60%	-14.75%
Target Number	24,825	45,103	761,806	1,449,426	6,665
2015 Percent Left to Achieve Goal	10.98%	9.58%	6.39%	0%	6.92%
2015 Percent Left to Achieve Goal	17.91%	19.6%	13.5%	0%	6.54%
Percent Reduction by Year from 2015	2.20%	1.92%	1.28%	0%	1.38%
Percent Reduction by Year from 2016	4.48%	4.90%	3.38%	0%	1.64%

Milliken believes being transparent is

### COMMUNICATING OUR ROLE IN PROTECTING THE ENVIRONMENT

The Paris Agreement in 2015 saw 195 of the world's governments commit to addressing climate change by limiting global warming to well below 2 degrees Celsius. This signified the importance for businesses to play their part in the transition to a low-carbon economy. Milliken wants to demonstrate we have the innovation, expertise and intentions to play our part in the international efforts to limit global temperature rise.

We commit to transparently communicate our efforts to reduce our footprint while increasing our production—and we want to ensure our actions are aligned with current climate science by setting science-based targets.

Science-based targets play an integral part in our efforts to reduce resource consumption. Targets to reduce carbon emissions are considered science-based if they are in line with the level of decarbonization required to keep global temperature increase below 2 degrees Celsius, compared to pre-industrial temperatures, as described in the Fifth Assessment Report of the Intergovernmental Panel on Climate Change (IPCC AR5). Science-based targets help reinforce our desire to approach global carbon emissions responsibly and ethically.

The Paris Agreement also highlighted transparency as an important aspect of an organization's commitment to protecting the environment. Milliken will revisit its science-based targets every five years to refine our goals within the parameters of science, to report publicly on how well we are achieving our targets, and to track progress towards achieving our long-term goal through sustainability reporting. By 2018, we will revise our 2020 goals to be science-based goals, and will communicate these goals as a sign of our commitment to the Science Based Targets initiative.

We commit to transparently communicate our efforts to reduce our footprint while increasing our production.

Unearthed, Bedrock 2, manufactured using up to 43% renewable energy through hydroelectric credits and capturing methane gas from the LaGrange, GA landfill.

30 MILLIKEN SUSTAINABILITY REPORT – The Intersection of Ethics and Transparency

#### Milliken believes being transparent is

#### **SHARING EMPLOYMENT PRACTICES & METRICS** RELATED TO BEING AN EMPLOYER OF CHOICE

At Milliken, we aspire to be a company for which people want to work. We recognize associates ultimately choose their employer, and we want to be every associate's first choice. We encourage our global community of innovators to redefine the status quo by pushing the limits of innovation, even if it means failing. It is that bold, unafraid spirit that moves innovation forward.

The floor covering division employs 1,645 associates around the world, and 16% of those associates (257) joined our team in 2016. Milliken celebrated the return of 84% of our work force in 2016, signifying we are an employer of choice for those 1,381 associates.

A key performance indicator for being an employer of choice is if our associates chose to return to work after taking parental leave. In 2016, we had 16 females and three males take parental leave. All 19 associates returned to work.

Gender equality is another important indicator regarding employer of choice, and Milliken creates equal opportunities for all regardless of gender, race or sex. Of our 1,645 total associates, 62% are male and 38% are

female. While the majority of Milliken associates are male, women occupy more than 39% of our management roles, with four out of every 10 management roles led by women. Of the 257 new hires in 2016, 61% were male and 39% were female.





MANAGEMENT **ROLES LED BY WOMEN** 





#### Milliken is committed to being a fair and equitable employer.

We provide excellent benefits, including health, dental and vision coverage. We offer group life insurance, temporary disability insurance for injuries or sickness, long-term disability insurance and death benefits, which cover certain causes of death. To help provide a stable financial situation for associates later in their lives, we also offer employer-provided retirement plans, defined benefit pension plans and defined contribution pension plans.

Promoting fair business practices is important to Milliken, as our associates are free to organize and associate; however, only 22 associates are covered by collective bargaining agreements. Milliken obtained those 22 associates through its acquisition of Ontera Modular Carpets Pty Ltd in Australia.

Milliken also encompasses associate actions when defining elements of employer or choice, ensuring colleagues conduct themselves in accordance with Milliken's shared values. Every year, 100% of our associates review the Milliken Code of Conduct. It is translated into the languages of every country in which we do business, and it is reviewed annually by Milliken's Internal Committee on Compliance and Ethics and the Milliken & Company Board of Directors.



In 2016, 1,645 associates participated in the Personal Responsibility: Code of Conduct ACE compliance training, representing 1,645 training hours. This means 100% of our 2016 employees were trained on how Milliken associates should approach:

Conflicts of interest Information security Policy management Gifts and entertainment Anti-corruption / bribery

Environmental protection

Antitrust / competition

Diversity / equal employment opportunity / discrimination

Fair employment / fair labor standards

Company asset protection

Workplace harassment

Social media

Financial integrity and fraud

Data privacy

Misconduct investigations

Procurement integrity / dealing with suppliers / supply chain oversight

Intellectual property

Workplace health and safety

Non-retaliation

As a direct result of this annual training, Milliken is pleased to report that in 2016, we saw no incidences of discrimination and no grievances related to human rights.

Part of holding ourselves to the highest ethical employment standards is caring deeply about the health and well-being of those who manufacture Milliken products.

Our emphasis on safety has positioned Milliken as one of the nation's top three United States companies for the number of sites receiving the coveted OSHA Voluntary Protection Program (VPP) STAR Certification. Our truck fleet, owned by Milliken & Company, is repeatedly recognized for its safety record by organizations such as the National Safety Council and the National Private Truck Council. Moreover, we have one of the lowest total incidence and injury rates of North American manufacturers.

In 2016, Milliken experienced a year-to-date incidence rate of 0.88\*. All incidents were recorded and investigated to understand the root cause and reduce future risk. Incidents range in severity, though there were no operational fatalities during 2016. In fact, Milliken has never had a fatality in our global floor covering division since it started in 1973.

Recordable incidennce rate per 200,000 work hours by manufacturing operation:

#### **GLOBAL MANUFACTURING** AND WAREHOUSE LOCATIONS

Live Oak	0.00
Alma	3.07
DMS/Kexll	0.00
Dalton	0.00
Middleton	1.44
Beech Hill	2.18
Zhangjiagang	0.45
Ontera	1.22
TOTAL	0.88



Milliken believes being transparent is

#### **VERIFYING THE ENVIRONMENTAL PERFORMANCE OF OUR PRODUCTS**

Milliken shares the environmental impacts of its products using Life Cycle Assessments (LCAs) and Environmental Product Declarations (EPDs). These standardized processes allow Milliken to calculate and communicate the environmental impacts for each product across seven life cycle impact categories.

Beyond LCAs and EPDs, we want to be transparent about the primary materials in our flooring solutions, and where those materials come from. The following table highlights the amount of materials by weight (between 90-95%) of our commercial carpet products made in the U.S. and China, and the raw material extraction location by country. EMEAI raw material extraction information is available by request.

#### MILLIKEN CARPET RAW MATERIALS BY WEIGHT & COUNTRY OF EXTRACTION

CARPET LAYER	RAW MATERIALS	WEIGHT	RAW MATERIAL EXTRACTION LOCATION*
Tufted Face Fiber	Nylon 6 or nylon 6,6	20-30%	United States (Gulf of Mexico, Texas), China, Thailand, India, Canada
Primary Backing	Polypropylene or polyethylene terephthalate (PED), nylon 6 and recycled PET	4-6%	United States (North Dakota), Canada
Primary Coating	Combination of calcium carbonate and polymer adhesives	10-14%	United States (Alabama)
Secondary Backing	Polypropylene-based thermoplastic layer with rheology modifiers that vary by region	35-45%	United States (Gulf of Mexico, Texas), Canada
Fiberglass Layer	Fiberglass	1-5%	United States (Gulf of Mexico, Texas)

<sup>\*</sup>Americas and Asia Pacific products only

#### MILLIKEN LVT RAW MATERIALS BY WEIGHT & COUNTRY OF EXTRACTION

CARPET LAYER	RAW MATERIALS	WEIGHT	RAW MATERIAL EXTRACTION LOCATION*
AdámasTM Polyurethane Coating	Polyurethane Acrylate	1%	China
Transparent Wear Layer	Soybean Oil, Calcium Stearate, Zinc Stearate	2%	China
Printed Layer	Carbon Black	< 1%	China
Core Layer	PVC	34%	China
Backing Layer	Calcium Carbonate	55%	China
Non-Skid Backing	DOTP	4%	China

<sup>\*</sup>Americas and Asia Pacific products only

#### MILLIKEN FLOORING SOLUTIONS CONTAIN A RANGE OF POST- AND PRE-CONSUMER RECYCLED MATERIALS

The table below details product lines containing recycled content, and the percentages of post-industrial and post-consumer materials used within the products.

#### RECYCLED CONTENT IN MILLIKEN MODULAR FLOORING

BACKING	BACKING TYPE	POST-INDUSTRIAL RECYCLED CONTENT	POST- CONSUMER RECYCLED CONTENT
ES/ESP Comfort Plus®	Polyurethane cushion backing	10-46.5%	0-13%
ES/ESP Underscore®	Polyurethane cushion backing	10-46.5%	0-13%
Comfort Plus® / Comfort Lite*	Polyurethane cushion backing	10-18%	0-13%
Function Plus™*	Polymer modified bitumen hard back	0-5%	0-1%
B2®*	Thermoplastic	0%	0%
Luxury Vinyl Tile	Vinyl core and backing layers	0%	0%

<sup>\*</sup>Not available in all regions

#### MILLIKEN CONSIDERS THE ENVIRONMENTAL IMPACTS OUR PRODUCTION PROCESSES AND RAW MATERIAL EXTRACTION LOCATIONS HAVE ON BIODIVERSITY

As a family of companies, we are committed to ecologically responsible land management and to reducing the long-term impacts of our activities.

Within our LCA process, we measure the ecological impacts of our products through eutrophication, acidification, and contribution to smog and ozone depletion. We recognize the ecological impacts of these categories, and we are working to reduce these categories as part of our LCA and product optimization strategy. We review these impact categories every five years, as well as when we evaluate new products, materials, ingredients or manufacturing processes.

BACKING	EUTROPHICATION POTENTIAL (kg (PO4)3-Eq.)	ACIDIFICATION POTENTIAL (kg (S02-Eq.)	SMOG FORMATION POTENTIAL (kg (Ethen Eq.)	OZONE DEPLETION POTENTIAL (kg (CFC11-Eq.)
ES/ESP Comfort Plus® SDN 6,6 (ES Version)	4.6E-03 to 8.10E-03	3.1E-02 to 4.89E-02	4.9E-03 to 7.72E-03	1.3E-08 to 1.41E-08
ES/ESP Underscore® SDN 6,6 (ES Version)	4.3E-03 to 7.78E-03	2.9E-02 to 4.63E-02	4.5E-03 to 7.33E-03	1.30E-08 to 1.39E-08
Comfort Plus2®* SDN 6,6, 900-1000 gsm version	5.7E-3	3.69E-2	6.23E-3	4.72E-8
Function Plus™*	No Data	No Data	No Data	No Data
B2®* Digital Dye 6,6 Version	5.94E-03	4.50E-02	4.04E-03	2.65E-08
TractionBack®*	No Data	No Data	No Data	No Data
Luxury Vinyl Tile	8.52E-03	1.25E-01	6.17E-03	1.63E-07

<sup>\*</sup> As described by A1-A3 in Milliken's Environmental Product Declarations \*\* Not available in all regions

As a family of companies, WE ARE COMMITTED
TO ECOLOGICALLY RESPONSIBLE LAND
MANAGEMENT AND TO REDUCING THE
LONG-TERM IMPACTS of our activities.

#### **EUTROPHICATION**

The Environmental Protection Agency defines eutrophication as the "enrichment of an aquatic ecosystem with nutrients (nitrates, phosphates) that accelerate biological productivity (growth of algae and weeds) and an undesirable accumulation of algal biomass."

In short, it is the scientific term for the environmentally detrimental effects of fertilizer runoff, phosphate-rich detergents and sewage. Although eutrophication happens naturally, human activity can rapidly speed up the process. For example, agricultural activity applies natural and synthetic substances with high nitrate and phosphate content to land. Only a portion of these substances remain on the land on which they are applied. The portion that does not remain is often carried by rain to neighboring water bodies, where it accumulates and serves as a dense source of nutrients for algae, weeds and other plant life. This plant life grows at such a rapid rate that the aquatic animals and fish cannot feed on the plant life fast enough to keep its growth in check. The result is a water body low in oxygen with limited biodiversity.





thed, Gypsum, manufactured using up to 43% able energy through hydroelectric credits and turing methane gas from the LaGrange, GA landfill.

#### **ACIDIFICATION**

Relevant Generic Material Sourcing Declaration Categories for LEED: Biodiversity, Local Water Quality, Habitat

Acidification occurs predominantly through the increase of hydrogen ions (H+) in the environment, due to the direct release of acids (such as nitric acid or sulfuric acid), or by the addition of substances that chemically react to transform other air pollutants into acids. These acids are then deposited onto the soil or into water bodies causing severe

imbalances in the environment that can limit the biodiversity of plant and animal life. A few examples of negative biodiversity impacts of acidification include coral bleaching, death of acid-sensitive plants, and negative changes in the reproduction potential of organisms such as frogs, fish and salamanders.

#### **SMOG FORMATION POTENTIAL**

Relevant Generic Material Sourcing Declaration Categories for LEED: Biodiversity, Habitat

Many people who live in industrial regions are familiar with smog. Smog is created in the layer of the atmosphere that is closest to the ground, and it is produced when VOCs and nitrogen oxides react with sunlight. Significant sources of these VOCs and nitrogen oxides are coal-burning power plants and combustion engines.

Smog is also referred to as groundlevel ozone. Although ozone high in the atmosphere serves to protect humans,

animal life and plant life from UV radiation, ozone near the ground has detrimental ecological effects on biodiversity. For instance, smog has been shown to reduce the photosynthetic rate of many important tree species. It has also been shown to increase plants' sensitivity to disease, severe weather and insect damage. By reducing the durability and growth rate of plants, smog serves to negatively change overall habitat quality and reduce the overall efficiency of ecological water and nutrient cycles.

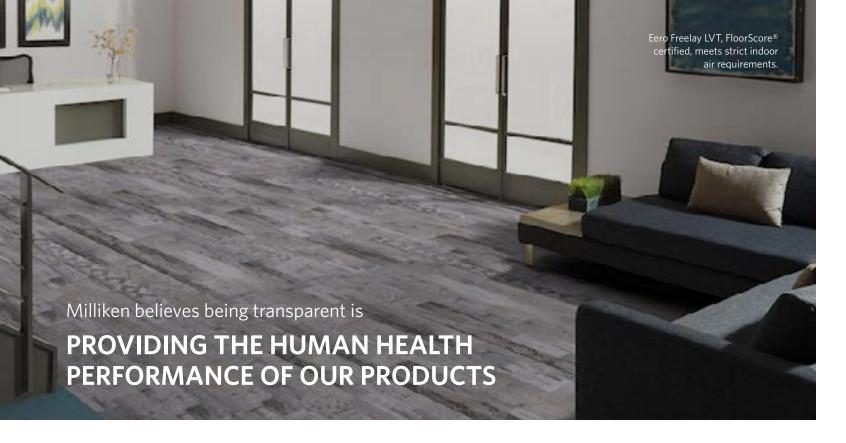
#### **OZONE DEPLETION**

Relevant Generic Material Sourcina Declaration Categories for LEED: Biodiversity, Habitat

As previously discussed above, ozone near the ground is harmful to the environment; however, ozone at higher levels of the atmosphere is a good thing. This good ozone, sometimes referred to as "stratospheric ozone," protects humans, animals and plants from extremely harmful solar radiation. Stratospheric ozone is depleted through the atmospheric release of many industrial chemicals.

Without a protective layer of ozone in the stratosphere, health issues such as skin cancer and cataracts in humans would increase significantly. From a biodiversity perspective, stratospheric ozone depletion shifts the solar UV balance plants and

animals have evolved with for millions of years. This causes the developmental and nutrient cycles of plants to change, ultimately slowing or impeding growth. Another major ecological change of ozone depletion occurs in the oceans. Changes in UV radiation from ozone depletion reduce the productivity of phytoplankton. Phytoplankton are small plant-like animals that serve as the food web foundation of ocean ecosystems. A strong phytoplankton base promotes biodiversity and thus, without a phytoplankton base, ocean ecosystems would begin to crash. A similar effect can happen in terrestrial aquatic systems and their adjacent land ecosystems.

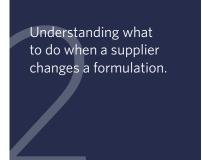


#### REVOLUTIONIZING VALUE CHAIN TRANSPARENCY

Being transparent about 100% of the chemicals and ingredients in products requires a significant shift in managing supplier relationships.

Milliken began our journey to become more transparent with the chemicals and ingredients used in our floor covering solutions by establishing a formal process. This process started with knowing what we should be asking suppliers for, and it expanded to create procedures and work flows for supplier management going forward. This included:

Creating specific processes for how to from new suppliers.



Determining the stage in research and development when we evaluate chemicals and ingredients in a new product.

In addition to managing the exchange of data, we also developed concrete procedures for how to provide transparent feedback on how supplier materials scored in material health.



GreenCircle Certified third-party verified the entire process, to ensure Milliken met the requirements of the USGBC LEED v4 MRc4 Option 3 Credit.

This credit rewards manufacturers who engage in validated safety, health, hazard and risk programs to document at least 99% (by weight) of the ingredients used to make the product; it also ensures processes are in place to communicate and transparently prioritize chemical ingredients along the supply chain according to available hazard, exposure and use.

#### TRANSPARENCY TOOLS

In addition to being the first floor covering company to obtain this new LEED v4 MRc4 Option 3 certification, Milliken promotes transparency using Health Product Declarations (HPDs), Declare labels and Google Portico. What we learned from the HPD, Portico and Declare processes is that completing accurate and reliable chemical transparency documents can be extremely difficult. Suppliers are often reluctant to share proprietary or intellectual property, which is imperative to create adequate material transparency tools. For this reason, we learned the process of full chemical transparency requires creative solutions, education and negotiation.

As of 2016, Milliken is still working towards completing supply chain data collection for 100% of our materials. This project will be completed in 2017 globally.

Driving the intent for collecting and screening 100% of our chemicals and ingredients is Milliken's goal to phase out any hazardous Red List chemicals used currently in our flooring products by 2020, at the latest. Currently, we have one identified Red-Listed ingredient, polyvinyl chloride (PVC), used in manufacturing select Milliken products, including entry solutions and luxury vinyl tile.



We are fully engaged and working diligently with every one of our suppliers to collect, screen and evaluate all chemicals and ingredients used in our products.



Milliken showroom in London, U.K. Design by M Moser Associates. Photography by Gareth Gardener. Milliken believes being transparent is

#### **DEMONSTRATING** TRANSPARENCY IN OUR **SUPPLY CHAIN THROUGH** TRACEABILITY, TRANSPARENCY & ACCOUNTABILITY

As a part of Milliken's overarching efforts to prioritize reducing environmental impacts and promoting health and safety of our workers and customers, we approached our supply chain to better understand the chemistries of the products supplied to us. In these efforts, we reached out to all raw material suppliers within our U.S. flooring operation to understand the chemicals in their raw materials at 100 parts per million, unless otherwise specified.

Milliken believes being transparent is

#### **MAINTAINING OPEN LINES OF COMMUNICATION FOR FEEDBACK**

Milliken wants to foster an environment of openness and transparency, which is why we are asking for your feedback about this report, our goals and our intentions. We want to maintain open lines of communications at all times.

Please contact us via: Email - millikencarpet@milliken.com

Or you may directly contact: Philip Ivey, Milliken Strategic Sustainability Leader Phone - **706.302.3245** 

Clerkenwell, using Aquafil ECONYL® 100% regenerated nylon yarn, featured at Amidar, Tel Aviv, Israel

As a part of our 2016 initiatives, we required our supply chain to provide us the following information regarding their own environmental, health and safety management systems:

#### ISO 14001/9001 Certification

- ISO 14001 certification confirms the supplier has a documented and verified EMS system in place.
- ISO 9001 certification confirms the supplier has a documented and verified quality system in place.

#### **Material Health Impacts Policy**

• Milliken now expects suppliers to have a material health impact policy. We also look for training, chemical knowledge and screening, and supplier data sheet (SDS) documentation.

#### **Chemicals of High Concern Avoidance**

• Milliken requests a policy or approval process for lists or tools our suppliers use to screen chemicals.

#### **Chemical SDS Documentation**

• As a part of the "right to know" legislation, Milliken asks suppliers if their company maintains a list of chemicals used in their facilities, along with the corresponding SDS documentation, and if this list is readily available to all associates.

#### **Chemical Information Beyond Requirements**

• Milliken is also asking our supply chain what chemical information they collect above legal requirements and what percentage of their supply chain complies with the collection requirement.



As our partnerships advance, we will continue to ask our supply chain to confirm they have the appropriate chemical, environmental, health and safety management processes in place, and we plan to further communicate with our suppliers currently using flagged hazard materials.

Our intent is to collaborate with the suppliers who report select products contain chemicals with associated hazards. We expect our suppliers to develop management systems and plans, which address chemical safety and health with specific targets and goals. These plans should include how the supplier intends to eliminate the use of hazardous ingredients, to minimize the use of hazardous ingredients when elimination is not possible, to transition to more effective control measures where hazardous ingredients remain, and to manage those remaining hazardous ingredients responsibly with a goal of zero exposure and discharge to humans and the environment.

#### 2016 MILLIKEN AWARDS

#### **PRODUCTS**



Contract's Best of NeoCon Gold winner for Carpet: Modular – Lapidus



Metropolis' #MetropolisLikes at NeoCon winner - Lapidus



Interior Design's Best of Year Awards finalist for Flooring: Carpet/Modular - Unearthed

#### **PROJECTS**



2016 ASID Wisconsin Design Awards, Gold - Milwaukee Bucks Corporate Office by Eppstein Uhen Architects, which features Walk The Line in open and private offices



IIDA/HD Product Design Competition winner for Resilient Flooring - Eero, Freelay



BUILDINGS' Product Innovations Awards Merit award for flooring - Freelay



Interior Design's HiP at NeoCon Awards finalist for Workplace: Hard Surface - Freelay

#### 2016 Starnet Design Award, Gold Winner Education - The New Jersey City University School of Business, Jersey City, New Jersey for Flooring: Carpet/Modular - Unearthed

2016 Starnet Design Award, Grand Prize Winner & Gold Winner Corporate – IMM TI, Boulder, Colorado, by OZ Architecture Denver

#### MILLIKEN & COMPANY AWARDS



2016 World's Most Ethical Companies® by Ethisphere® Institute, 10th consecutive year



South Carolina Governor's School for Science and Mathematics 2016 Townes Award



R&D Magazine's R&D 100 Award, Westex ShieldCXP™



SC InnoVision Award for Technology Integration,  $Milliguard^{TM} \ UVX200 \ HF$ 

#### AWARDS SPONSORED BY MILLIKEN



Fifth Annual International Interior Design Association (IIDA)
Educator of the Year Award



Second Annual Interior Designers of Canada (IDC)
Design Research Award

#### **MILLIKEN MEMBERSHIPS AROUND THE WORLD**



#### THE AMERICAS

Carpet and Rug Institute (CRI™) Carpet America Recovery Effort (CARE) Health Product Declaration® (HPD) Collaborative International Living Future InstituteSM (ILFI) International Interior Design Association (IIDA) International Facility Management Association (IFMA™) Interior Designers of Canada (IDC) Joint Committee on NSF-140 U.S. Green Building Council (USGBC)\*

#### **EMEAI**

British Standards Institution (BSI) Carpet Recycling U.K. (CRUK) European Carpet & Rug Association (ECRA) Gemeinschaft umweltfreundlicher Teppichboden (GUT)\* International Facility Management Association (IFMA<sup>TM</sup>) Spain Green Building Council® (SpainGBC) U.K. Green Building Council (UKGBC) Union Français Tapis et Moquette (UFTM)

#### ASIA PACIFIC

China Carpet Standardization Technical Committee Green Building Council of Australia (GBCA) New Zealand Green Building Council (NZGBC)

#### **BUILDING A BETTER FUTURE**

**AROUND THE GLOBE** 

#### Milliken Community Impact Campaign in the U.S.

Milliken's Corporate Impact Campaign took a new form in 2016, looking to broaden philanthropic endeavors in Spartanburg, South Carolina—our global headquarters. Milliken associates had the opportunity to designate their donation to the Strategic Community Impact Organizations of their choosing with missions that align with core Milliken & Company values: vibrant culture, health and safety, and quality education.

#### DesigningFutures@CDW in the U.K.

In 2016, Milliken hosted the launch of a new initiative called DesigningFutures@CDW, developed to address young people's issue of access to the design, interiors and construction sectors. DesigningFutures@ CDW, which featured work experience and skills training, was championed by Jade-Ilke Creative Solutions and supported by Clerkenwell Design Week, Sketch Studios and Milliken.



#### STANDARD DISCLOSLIRES

Page		Standard Disclosures	Page		Standard Disclosures
2	1.1	Statement from the most senior decision-maker of the organization	8	3.5	Process for defining report content
11	1.2	Description of key impacts, risks and opportunities	7	3.6	Boundary of the report
6	2.1	Name of the organization	7	3.7	State any specific limitations on the scope or boundary of the report
5	2.2	Primary brands, products and/or services	47	3.12	Table identifying the location of the Standard Disclosures in the report
5	2.3	Operational structure of the organization, main divisions, operating companies,	7	3.13	Policy and current practice with regard to seeking external assurance for the report
	2.4	subsidiaries and joint ventures  Location of organization's headquarters	8	4.4	$\label{thm:method} Mechanisms for shareholders and employees to provide recommendations or direct to the highest governance body$
•	2.5	Number of countries where the organization operates, and names of countries with either major operations or that are specifically relevant to the sustainability issues	33	4.6	Processes in place for the highest governance body to ensure conflicts of interest are avoided
,	2.6	covered in the report  Nature of ownership and legal form	12, 13, 14, 15	4.8	Internally developed statements of mission or values, codes of conduct, and princip relevant to economic, environmental and social performance, and the status of their implementation
	2.7	Markets served, including geographic breakdown, sectors served and types of customers/beneficiaries	21	4.12	Externally developed economic, environmental, and social charters, principles, or ot initiatives to which the organization subscribes or endorses
,	2.8	Scale of the reporting organization	46	4.13	Memberships in associations and/or national/international advocacy organizations
Vone	2.9	Significant changes during the reporting period regarding size, structure or ownership	9	4.14	List of stakeholder groups engaged by the organization
15	2.10	Awards received in the reporting period	9	4.15	Basis for identification and selection of stakeholders with whom to engage
,	3.1	Reporting period for information provided			
016	3.2	Date of most recent previous report	8	4.16	Approaches to stakeholder engagement, including frequency of engagement by type and by stakeholder group
7	3.3	Reporting cycle	10, 11	4.17	Key topics and concerns that have been raised through stakeholder engagement, an
	3.4	Contact point for questions			how the organization has responded to those key topics and concerns

Page		Performance Indicators	Page		Performance Indicators
34, 35	EN1	Materials used by weight or volume	36	EN12	Description of significant impacts of activities, products and services on biodiversity in protected areas and areas of high biodiversity value outside protected areas
35	EN2	Percentage of materials used that are recycled input materials			protected areas and areas of high biodiversity value outside protected areas
			30	EN16	Total direct and indirect greenhouse gas emissions by weight
30	EN3	Direct energy consumption by primary energy source			
			30	EN22	Total weight of waste by type and disposal method
30	EN4	Indirect energy consumption by primary energy source			
30	EN8	Total water withdrawal by source	36	EN26	Initiatives to mitigate environmental impacts of products and services, and extent of impact mitigation

#### **HUMAN RIGHTS**

Page		Performance Indicators	Page		Performance Indicators
28	HR1	Percentage and total number of significant investment agreements and contacts that include clauses incorporating human rights concerns, or that have undergone human rights screening	32	HR5	Operations and significant suppliers identified in which the right to exercise freedom of association and collective bargaining may be violated or at significant risk, and actions taken to support these rights
28	HR2	Percentage of significant suppliers, contractors and other business partners that have undergone human rights screening, and actions taken	28	HR6	Operations and significant suppliers identified as having significant risk for incidents of child labor, and measures taken to contribute to the effective abolition of child labor
33	HR3	Total hours of employee training on policies and procedures concerning aspects of human rights that are relevant to operations, including the percentage of employees trained	28	HR7	Operations and significant suppliers identified as having significant risk for incidents of forced or compulsory labor, and measures to contribute to the elimination of all forms of forced or compulsory labor
33	HR4	Total number of incidents of discrimination and corrective actions taken	33	HR11	Number of grievances related to human rights filed, addressed and resolved through formal grievance mechanisms $ \frac{1}{2} \left( \frac{1}{2} \right) = \frac{1}{2} \left( \frac{1}{2} \right) \left( \frac{1}{2}$

#### LABOR PRACTICES & DECENT WORK

LA15 Return to work and retention rates after parental leave, by gender

Page		Performance Indicators	Page		Performance Indicators
32	LA1	Total workforce by employment type, employment contract, and region, broken down	32	LA4	Percentage of employees covered by collective bargaining agreements
32	LA2	by gender  Total number and rate of new employee hires and employee hires and employee turn- over by age group, gender, and region	33	LA7	Rates of injury, occupational disease, lost days, and absenteeism, and number of work related fatalities by region and by gender

#### PRODUCT RESPONSIBILITY

		Total manage managers						
23, 36	PR1	Lifecycle stages in which health and safety impacts of products and services are assessed for improvement, and percentage of significant products and services subject to such procedures						

#### SOCIETY

Page		Performance Indicators	Page		Performance Indicators
33	SO3	Percentage of employees trained in organization's anti-corruption policies and procedures	31	SO5	Public policy positions and participation in public policy development and lobbying
15	SO4	Actions taken in response in incidents of corruption			

#### THE INTERSECTION OF ETHICS AND TRANSPARENCY

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District LVT





Shift LV





Moraine





Formwork





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#### Form W-9 (Rev. October 2018) Department of the Treasury

#### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Interna	The vertice der vice								
	1 Name (as shown on your income tax return). Name is required on this line; do n	ot leave this line blank.		-					
Print or type. Specific Instructions on page 3.	Milliken Design, Inc.								
	2 Business name/disregarded entity name, if different from above								
	Milliken Services, LLC								
	Check appropriate box for federal tax classification of the person whose name following seven boxes.	ck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation	☐ Trust/estate	_						
	single-member LLC		Exempt payee code (if any)5						
	Limited liability company. Enter the tax classification (C=C corporation, S=S  Note: Check the appropriate box in the line above for the tax classification of	Exemption from FATCA reporting							
	LLC if the LLC is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax purp is disregarded from the owner should check the appropriate box for the tax	code (if any)							
	☐ Other (see instructions) ▶	(Applies to accounts maintained outside the U.S.)							
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name a	nd address (optional)					
See	P O Box 843234								
ŭ	6 City, state, and ZIP code								
	Dallas, TX 75284-3234								
	7 List account number(s) here (optional)	<del></del>							
	Milliken Services, LLC's EIN is 27-4264711 but beca	use it is disregard	ed, the EIN bel	ow should be used.					
Pai									
Enter	your TIN in the appropriate box. The TIN provided must match the name	given on line 1 to avo	nu	curity number					
backı	up withholding. For individuals, this is generally your social security numb	er (SSN). However, fo	or a						
reside	ent alien, sole proprietor, or disregarded entity, see the instructions for Pa es, it is your employer identification number (EIN). If you do not have a nu	art I, later. For other mber see How to get	'a	] -					
TIN, I			or						
Note	: If the account is in more than one name, see the instructions for line 1. A	Also see What Name a	and Employer	identification number					
Number To Give the Requester for guidelines on whose number to enter.			1 3	- 2 5 8 3 0 8 8					
			1   3						
Pai	t II Certification								
	er penalties of perjury, I certify that:								
1. Th	e number shown on this form is my correct taxpayer identification number	r (or I am waiting for a	a number to be iss	sued to me); and					
Se no	m not subject to backup withholding because: (a) I am exempt from back rvice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and	up withholding, or (b) to report all interest o	I have not been r or dividends, or (c)	the IRS has notified me that I am					
	m a U.S. citizen or other U.S. person (defined below); and	20 20 20 20 20 20 20 20 20 20 20 20 20 2	9 9						
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exempt	from FATCA reporting	g is correct.						
you h	fication instructions. You must cross out item 2 above if you have been not have failed to report all interest and dividends on your tax return. For real esta isition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, bu	te transactions, item 2 as to an individual retire	does not apply. Fo ement arrangemen	or mortgage interest paid, it (IRA), and generally, payments					
Sig:		I	Date > 12 -1	9-2018					
	eneral Instructions	• Form 1099-DIV (div funds)	vidends, including	those from stocks or mutual					
Sect	ion references are to the Internal Revenue Code unless otherwise d.	<ul> <li>Form 1099-MISC ( proceeds)</li> </ul>	various types of i	ncome, prizes, awards, or gross					
Futu	re developments. For the latest information about developments	- Form 1000 P (stoo	k or mutual fund	sales and certain other					

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

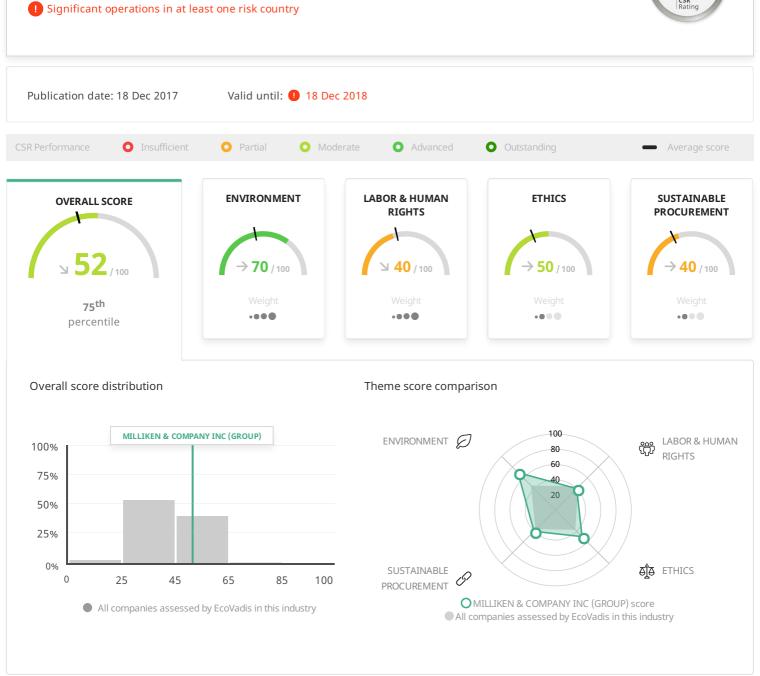
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
   Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

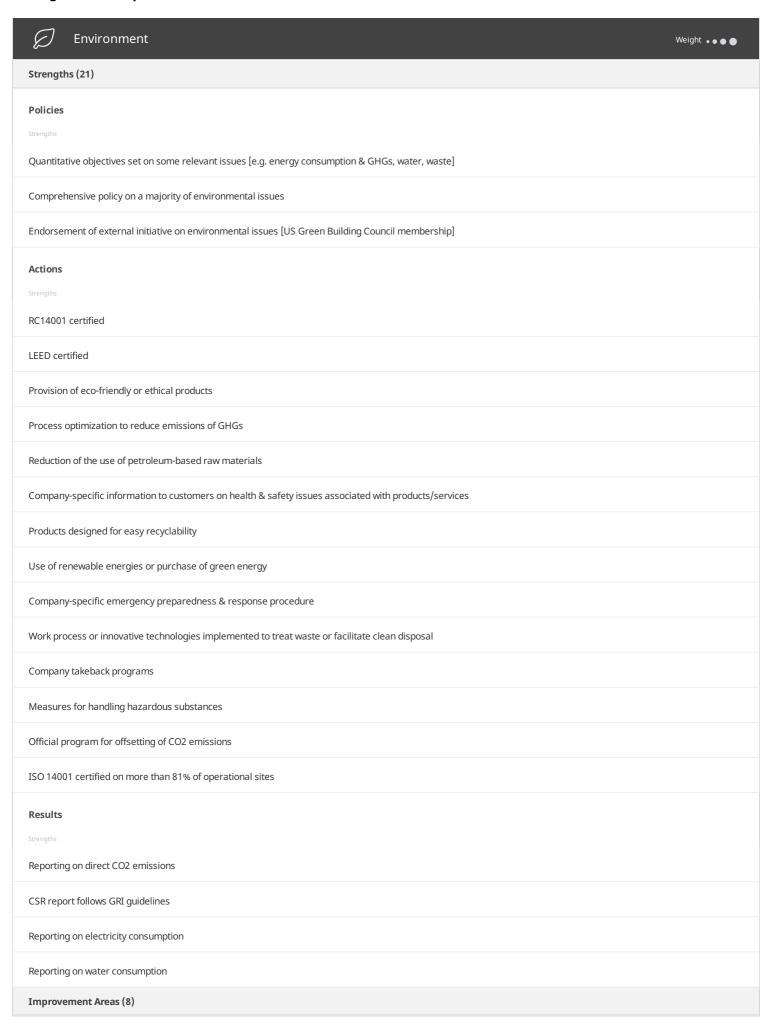
## **MILLIKEN & COMPANY INC (GROUP)**

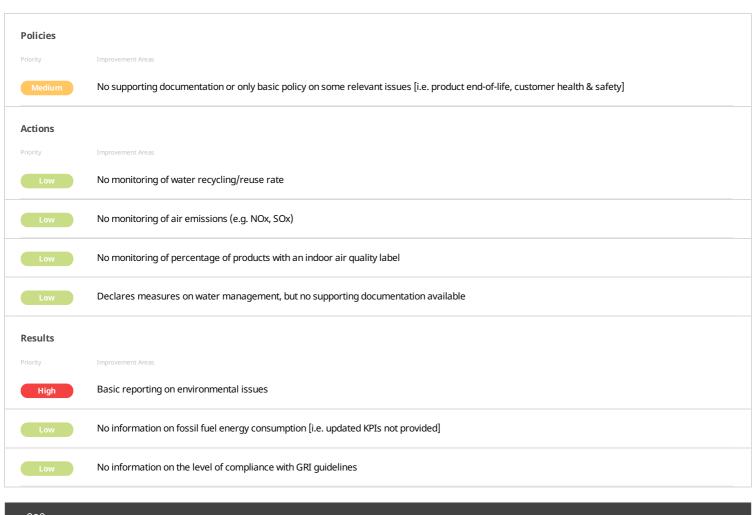
United States of America | Manufacture of other textiles

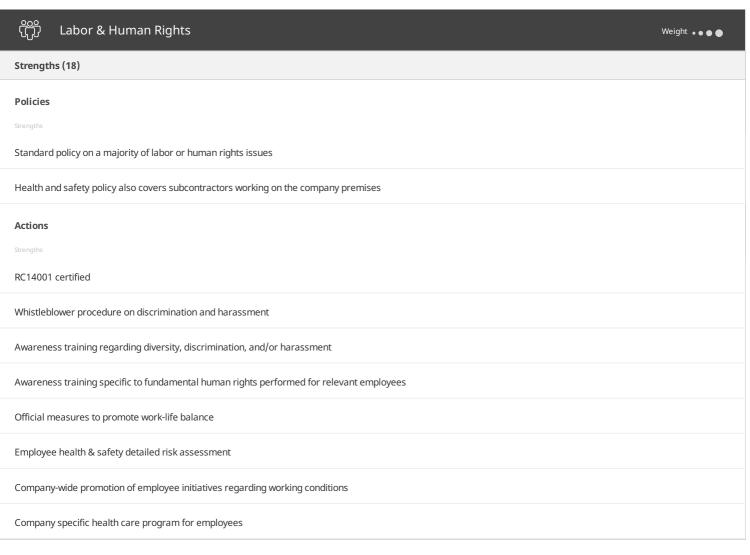




### **Strengths and Improvement Areas**







Active preventiv	re measures for noise exposure				
Official measures promoting career mobility					
Provision of skills development training					
Setting of indivi	dual career plan for all employees				
Training of rele	vant employees on health & safety risks and best working practices				
Results					
Strengths	Strengths				
Reporting on the percentage of women in top executive positions					
Reporting on ac	cident frequency rate				
CSR report follows GRI guidelines					
Improvement	Areas (12)				
Policies					
Priority	Improvement Areas				
Low	No information on endorsement of external initiatives on labor and human rights issues				
Low	No quantitative target on labor and human rights issues				
Actions					
Priority	Improvement Areas				
High	No supporting documentation on the coverage of labor and human rights actions throughout the company operations/workforce				
Medium	Declares ISO 45001/OHSAS 18001 certification but certificate provided not valid anymore				
Low	No monitoring of average hours of training per employee				
Low	Declares measures on structured social dialogue (e.g. collective agreement), but no supporting documentation available				
Low	Declares that workers' rights to join labor unions, workers' councils, or other collective bargaining organizations are granted, but are restricted in compliance with applicable law				
Low	Does not declare special remuneration or time off for overtime work throughout the entire scope of operations				
Results					
Priority	Improvement Areas				
High	Basic reporting on labor and human rights issues				
Medium	Our 360° screening has identified at least one significant controversy, fine or penalty regarding labor and human rights issues in the last five years (see news flagged with red warning sign in the 360° section) [i.e. violations of U.S. OSHA health and safety standards]				
Low	No information on the level of compliance with GRI guidelines				

ស្និស Eth	iCS Weight • • • •
Strengths (8)	
Policies	
Strengths	
Policy on inform	nation security
Policies on corr	uption
Actions	
Strengths	
RC14001 certifi	ed
Whistleblower p	procedure to report ethics issues
Awareness trai	ning on ethics issues
Supporting doc	umentation demonstrates a high level of coverage of ethics actions throughout the company operations
Specific approv	al procedure for sensitive transactions (e.g. gifts, travel)
Results	
Strengths	
	ws GRI guidelines
Improvement	Areas (6)
Policies	
	Improvement Areas
Low	No information on endorsement of external initiatives on ethics issues
Actions	
Actions	
Priority	Improvement Areas
Medium	No supporting documentation regarding audits of control procedures on ethics issues
Medium	No supporting documentation regarding third-party corruption due diligence procedures
Low	No supporting documentation regarding corruption risk analysis performed
Results	
Priority	Improvement Areas
High	No reporting on ethics issues
Low	No information on the level of compliance with GRI guidelines

Declares training of buyers on social and environmental issues within the supply chain, but no supporting documentation available

Declares conducting CSR risk analysis (i.e. prior to supplier assessments or audits), but no supporting documentation available

Results

High

Priority Improvement Area

No reporting on sustainable procurement issues (e.g. percentage of suppliers evaluated)

#### 360° Watch Findings

11 April 2017

### Safety Awards Honor Top Fleets, Drivers and Technicians

http://www.sctrucking.org/news/safety-awards-honor-top-fleets-drivers-and-technicians

This year, companies that entered the Truck Safety Contest traveled over 191 million miles on South Carolina's highways during 2016, including Milliken & Company.

Labor & Human Rights

→ No score impact

23 November 2016

#### Six Brands of Dry Carpet Cleaning Powder Recalled by Milliken Due to Risk of Exposure to Bacteria

https://www.cpsc.gov/Recalls/2016/six-brands-of-dry-carpet-cleaning-powder-recalled-by-milliken

The dry carpet cleaning powder, manufactured by Milliken & Company, can contain harmful bacteria. Exposure to bacteria poses a risk of respiratory and other infections in immunocompromised individuals. Consumers with healthy immune systems are generally not affected by the bacteria.



→ No score impact

23 August 2016

### Proposed OSHA Penalty for Serious H&S Standard Violations

http://www.osha.gov/pls/imis/establishment.inspection\_detail id=1172893.015

On August 23, 2016, Milliken & Company's facility of Nicholls, GA, was proposed a \$24,942 fine for two serious violations of U.S. OSHA health and safety standard.

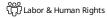
၀၀၀ ြာ Labor & Human Rights ☑ Impacts score

1 October 2015

### St Julien (Ardèche) : les salariés de Milliken expriment leur inquiétude

http://france3-regions.francetvinfo.fr/rhone-alpes/st-julien-ardeche-les-salaries-de-milliken-expriment-leur-inquietude-819703.html

Un comité d'entreprise extraordinaire se tient aujourd'hui à St Julien en St Alban chez Milliken, une entreprise textile dont la pérennité semble menacèe.Le personnel exprime son inquiétude après la cession de la société "à une SARL n'employant à ce jour aucun salarié".



→ No score impact

12 February 2015

#### Milliken closing Greenville textile plant

http://www.washingtontimes.com/news/2015/feb/12/milliken-closing-greenville-textile-plant/

A Spartanburg textile company says it will close a mill in Greenville that employees about 200 people. Multiple media outlets reported that Milliken & Co. said Wednesday it's closing the Judson Plant to consolidate operations in other plants.

Labor & Human Rights

→ No score impact

8 August 2013

### HSE Improvement Notice Served against Milliken Industrials Ltd

http://www.hse.gov.uk/notices/notices/Notice\_details.asp? SF=CN&SV=304945907

In August 2013, an Improvement Notice was served against Milliken Industrials Ltd by the Health and Safety Executive. A inspection audi revealed the company reportedly failed to take effective measures to prevent access to dangerous parts of the calendar take off line.

000				
T)	Labor	&	Human	Rights

→ No score impact

9 January 2013

#### Milliken's Keys to Employee Engagement, Increased Workplace Safety and Productivity

http://ehstoday.com/safety/millikens-keys-employeeengagement-increased-workplace-safety-andproductivity

A 2011 Gallup Poll of American workers found 71 percent "not engaged" or "actively disengaged" in their work. In stark contrast to these findings, Milliken & Co., including its Johnston plant, is experiencing engagement levels at an all-time high.



→ No score impact

30 October 2017

### No records found for this company on Compliance Database

null

→ No score impact

#### **Specific comments**

The company is not included in any compliance-related watch lists or sanction lists.
No new document/information has been sent nor made available since the last assessment.
The company demonstrates an advanced management system on environmental issues.
Since the last assessment, the overall score has decreased due to new controversies or condemnations (see 360° watch findings).
Some supporting documents were considered too outdated to be included in this assessment.

You are receiving this score/medal based on the disclosed information and news resources available to EcoVadis at the time of assessment. Should any information or circumstances change materially during the period of the scorecard/medal validity, EcoVadis reserves the right to place the business' scorecard/medal on hold and, if considered appropriate, to re-assess and possibly issue a revised scorecard/medal.

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## Maintenance

Recommended maintenance procedures for Milliken carpet.

## BARRIER MATS

This is *not* a shameless plug. Yes, we're doing a little bit of cross-promotion here, but the fact is — some type of entry system is an important component of good carpet maintenance.



Barrier mats should be placed at all entrance ways into the facility. It's also a good idea to place mats in locations with a transition from hard-surface flooring to carpet. This will help to prevent soil from being tracked onto the carpet — it will look better and last longer. Mats should be vacuumed daily and cleaned (or replaced) frequently — depending on weather and use.



## **Basic Carpet Maintenance**

#### **VACUUMING**

Proper vacuuming is an important part of a total preventive maintenance program.

Ineffective equipment or procedures will accelerate the appearance of wear by allowing dirt and grit to penetrate the pile surface. Accumulation can lead to indoor air quality problems — especially the smaller respirable particulates.

#### **Suggested vacuuming frequencies:**

HIGH TRAFFIC: Every full work day. Entrances, exits, lobbies, food service areas, main corridors, and elevators.

MEDIUM TRAFFIC: Every other work day. All secondary corridors, conference rooms, and private offices.

LOW TRAFFIC: Once a week. Minimal use corridors, rarely used conference rooms, etc.

#### **SPOT CLEANING**

**Spots and stains are one of the first things people notice.** In addition to regular maintenance, it's critical that spots and stains be removed on a daily basis. In most cases, daily spotting is the responsibility

of the janitorial or housekeeping staff.

Milliken recommends the use of a Capture®

Spot Kit for treating most spots. We do not recommend using spotting agents containing solvents — they can leave residue and possibly damage the carpet.

#### **REGULAR CLEANING**

#### Regular cleaning of the carpet is required

to remove ground-in soil and soil that has bonded to the fiber. We recommend hiring a milliCare® Textile and Carpet Care specialist for this purpose. Customers choosing not to use milliCare should use hot water extraction as an acceptable alternative.

The procedure should remove as much detergent residue, soil and debris as possible. After cleaning, the carpet should be allowed to dry fully using blowers and fans.

Milliken recommends using only cleaning products and hot water extraction units which have received the Carpet and Rug Institute Seal of Approval. It makes a difference. You can find a list of approved products and extractors at: www.carpet-rug.org.



## Maintenance

#### CARPET CLEANING

Regular cleaning of the carpet is required to remove ground in soil and soil that is bonded to the fiber. To ensure the optimum performance and appearance retention, Milliken recommends using the MilliCare Dry Carpet Cleaning system to maintain your carpet.

MilliCare is both CRI Seal of Approval and Green Seal Certified and MilliCare is an IICRC Certified training provider. Service is available through a MilliCare Textile and Carpet Care® specialist; the nearest service provider can be located at: www.millicare.com.

#### PREVENTATIVE PROCEDURES

- 1. Barrier Mats—Barrier mats should be placed at all entrance ways into the facility and at locations were there is a transition from hard surface flooring onto the carpet if possible. This will help prevent soil from being tracked onto the carpet, improving its appearance and extending its life. Barrier mats should be vacuumed daily and cleaned or replaced frequently depending on the weather and use.
- 2. Vacuuming—Proper vacuuming is one of the most important parts of a total preventive maintenance program. Ineffective equipment or procedures will accelerate the appearance loss of the carpet by allowing dirt and grit to penetrate the pile surface. The accumulation of this soil, especially the smaller respirable particulates, can lead to Indoor Air Quality problems.

The janitorial / housekeeping staff is typically assigned the task of scheduled vacuuming. Vacuuming frequencies should be determined by four factors:

- Type of carpet installed and appearance expectations.
- Type and quality of vacuum used.
- Expected traffic for each area of the facility.
- Soiling environment of each area of the facility.

A commercial upright vacuum with a beater brush is recommended for vacuuming of all carpet. Regular maintenance of vacuums is also essential. Vacuums should be emptied and inspected after every use. Particular attention should be paid to the condition of the brushes. Also, make sure that there is no material obstructing the air-flow channel.

Typical vacuuming frequencies are as follows:

- High traffic: Every full work day. All entrances, exits, lobbies, food service areas, main corridors, elevators, funnel and pivot points. The
  vacuum should make a minimum of three passes in all high traffic areas.
- Medium traffic: Every other work day. All secondary corridors, conference rooms, private offices.
- Low traffic: Once a week. Minimal use corridors, rarely used conference rooms and training rooms.
- 3. Spot Cleaning—Spots and stains are one of the biggest detriments to high appearance levels. In order to maintain a consistent appearance level between periodic maintenance, it's critical that spots and stains be removed on a daily basis. In most cases, daily spotting is the responsibility of the janitorial or housekeeping staff. Milliken recommends the use of a MilliCare® Spot Kit or Capture® Spot Kit for treating most spots, following these procedures:
  - Remove as much excess material as possible prior to spot removal. Blot up liquids with a clean white terry cloth, vacuum up soil and gently scrap up encrusted material.
  - Spray Capture Pre-mist onto a clean, white terry towel and work in gently. Do not scrub. Blot, absorbing as much of the spot into the
    towel as possible. Work from the outside edge of the spot into the center to prevent spreading.
  - Apply Capture dry carpet cleaner to the spot. Gently agitate with a brush. Wait 30 minutes, and vacuum.

**NOTE:** Milliken does not recommend using any spotting agents containing solvents as they can leave residue that contributes to resoiling and can possibly damage the carpet.



## Continuing a Legacy

As early as 1900, Milliken documented its first recycling policy. We were reusing packaging and textile materials shortly thereafter, and our first investment in renewable energy came in 1912.

**Since 2002** 

Milliken has reduced its eco-footprint



Milliken is a

of the U.S. Green **Building Council** 

### **Stewards**

2005

2008

2011

2013

2014

2015

2017

2018

For over a century, Milliken has focused on innovations to eliminate waste, increase product performance, preserve resources and shorten the journey to sustainability.

A Few	Environmental Highlights (so far)
1900	Milliken's first recycling policy is documented
1912	Milliken's first hydroelectric plant opens using renewable energy
1947	Milliken Research Corporation is established
1962	Milliken builds waste water treatment plants before regulatory agencies are established
1976	Milliken establishes a formal worldwide environmental management system
1985	Milliken is verified as a carbon-negative manufacturer
1986	Milliken introduces PVC-Free Carpet in North America — removing 850 million tons from the production cycle
1993	Milliken becomes a founding member of USGBC
1995	Milliken becomes a founding member of the European Association of Environmentally Friendly Carpets
1997	Milliken achieves ISO 14001 certification at our European Carpet plant
1999	Milliken achieves ISO 14001 certification for all US manufacturing plants
2001	Milliken achieves the first BRE LCA profile for soft floor covering
2002	Milliken becomes a founding member of CARE, and adopts a "No Carpet to Landfill" policy

Milliken becomes the first carpet manufacture to use methane from landfill

Milliken becomes a founding member of Carpet Recycling, UK

Milliken publishes its first Environmental Product Declarations

Milliken publishes its first product Transparency Labels through

Milliken uses the industry's first 100% Recycled Nylon

Milliken publishes its first Global Sustainability Report

Red List Free, with third-party verification, by ILFI

Milliken becomes a founding member of the Well Living Lab

All Milliken modular carpet manufactured in North America is certified

Living Building Challenge



## A Holistic Approach

Our approach to sustainability puts the focus on a product's whole life, not just its end of life. Our products deliver a multitude of benefits that begin at installation and continue to accumulate throughout a lifetime of use.

#### 2011, industry first:

## 100% RECYCLED NYLON



#### Milliken is a

# FOUNDING MEMBER of the Well Living Lab.



2018, All Milliken modular carpet products manufactured in North America are Red List Free, with third-party verification.

### **Past the First Glance**

So often, conversations about sustainability begin (and sometimes end) with "what happens to my carpet when I'm done with it?" But that's only the final chapter in a much larger story.

#### Any thoughtful approach to sustainability

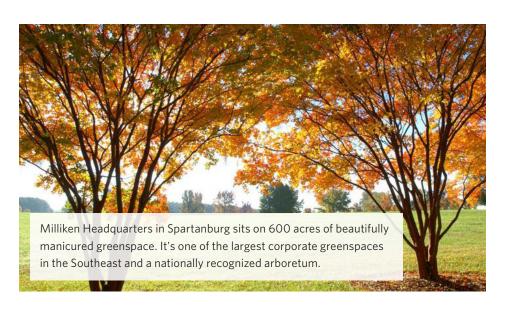
involves a complex relationship between many different factors: environmental, energy usage, health & wellness, ethics — the list goes on. Milliken has a long history of environmentally responsible behavior. We adhere to a holistic, balanced methodology when making sustainability decisions about our manufacturing processes and products.

#### **AN ENVIRONMENTAL LEGACY**

As early as 1900, Milliken documented its first recycling policy. We were reusing packaging and textile materials shortly

thereafter, and our first investment in renewable energy came in 1912.

The Milliken family of companies maintains 130,000 acres of sustainably managed forests, capturing carbon dioxide and helping to offset emissions from our global operations. We have a 'no carpet to landfill' pledge — our US carpet manufacturing facilities have sent zero waste to landfills since 1992. Every Milliken facility rigorously follows a Reduce, Reuse, Recycle methodology.





## The Big Picture

The wide-ranging benefits of our carpet products fit into **Milliken's comprehensive approach** to sustainability.



## IT BEGINS WITH CUSHION

Unlike many manufacturers,
Milliken uses WellBAC™ cushion
backing for the majority of our carpet products. Cushion provides
myriad health & wellness,
durability, performance, and
sustainability advantages
over hardback throughout the
carpet's entire lifespan.

#### **USE LESS, AND LESS OFTEN**

It's always best to use less, and less often. Cushion, not fiber type, is the most important factor affecting carpet durability. Milliken cushion-backed carpet will last 40 to 50% longer than virtually any hardback product.

#### **KEEPING MOLD AWAY**

Milliken cushion backing is the most effective in the industry at managing moisture, which is actively wicked away from sub-floors, reducing conditions attractive to mold and mildew.

#### **HEALTH & WELLNESS**

An independent study by the University of Pittsburgh\* revealed that cushion backing decreases muscle strain by 24% for the people who stand and walk on it, hour after hour. Again: Life vs. end of life. People may notice improvements in both comfort and fatigue — and the cumulative benefit over weeks and months can have an impact on overall health.

Acoustically, Milliken cushioned carpet is significantly quieter than hard floors or hardback carpet. It helps to contain sound, making spaces feel less frenetic, and more intimate.

## A Glimpse into the Future

#### **RE-VISION**

We are innovators. When it comes to sustainability, here's what that means: we built our own proprietary, closed-loop, carpet tile reprocessing system, on-site, at our manufacturing facility in Wigan, England. Once operations are at full capacity in the UK, Milliken will expand the system to our plants worldwide. It's called Re-Vision.

Re-Vision uses a cutting-edge technology called Pyrolysis that converts Milliken and non-Milliken carpet tile into:

- Post-consumer content suitable for reuse in new carpet tile backing, and
- Production energy used directly on-site for the manufacture of new carpet tile.

Pyrolysis-generated steam completely offsets the natural gas usage that would have been required to operate it. Based on data from the pilot plant we are currently running, all the usable material Milliken is recovering from discarded carpet is produced with no net CO2 emissions.

We are manufacturing new carpet tile — powered partially by energy we recover on-site — using recycled raw material we reprocess ourselves, also on-site.

Re-Vision: Milliken's next step toward a sustainable future.



## Transparency

Milliken proactively seeks alternative sources of sustainable raw materials. We document suppliers' use of recycled materials, their consumption of renewable energy and any chemicals of concern, as part of our strict supplier approval process.

#### **CONTENT: NO HIDING**

#### Here's what we think:

People should easily be able to find out if there's any bad stuff in the products they're buying. That's why we strongly support transparency. It's literally as simple as that.

Based on the WELL Building Standard, 90% of a company's total budget is tied up in people-related expenses. An office filled with healthy, happy people is a more pleasant workplace, and a more productive one.

Our commitment to transparency is one way Milliken can help lead the way toward building healthier workplaces. That's why we've been such active participants in the International Living Future Institute's

Declare® program — voluntary labeling designed to fully disclose the ingredients in a manufacturer's products. ILFI is also the umbrella organization responsible for the Red List — the worst-in-class materials prevalent in the building industry.

#### **A REAL MILESTONE**

Milliken is proud to announce that as of January 1, 2018:

All Milliken modular carpet products manufactured in North America are Red List Free, with third-party verification.

If that seems ho-hum in any way, ask another carpet manufacturer how many of their products are. We are the **single** company who manufacture *only* Red List Free modular carpet throughout North America.

#### **Milliken Transparency Commitments**

**ILFI's Declare**®, a voluntary labeling program disclosing the ingredients of our floor coverings

**Living Building Challenge™**Red List Free. Third-Party Verified

Environmental Product Declarations, UL® sustainability reporting on the environmental impact of goods and services and IBU

Multi-Attribute Sustainable Certifications, NSF-140 Gold and Platinum, BREEAM Life Cycle Analysis Greenguide rating, Singapore Green Labeling Scheme (SGLS), Australia Carpet Certification Scheme (ACCS-ECS level 4)

**CRI Green Label Plus,** a distinction awarded to products emitting very low levels of VOCs, meeting **CA Department of Public Health Section 01350** specifications

ISO14001 and ISO9001 Certifications

**Health Product Declaration® (HPDs)** published to Google's Portico





## 3<sup>rd</sup> Party Verified, Red List Free

#### **Red List Free Cushion Backing**

- Milliken's PVC free Carpet Tiles meet the stringent criteria for <u>Red List Free</u> as designated by the Living Building Challenge.
- Milliken Red List Free Declare Labels have been 3<sup>rd</sup> Party Verified for accuracy, the first product to receive this designation in the industry; going beyond LEED v4 requirements.
- All Milliken Suppliers have disclosed the ingredients for our raw materials to 100 Parts Per Million (PPM)
- All ingredients screened against the Living Building Challenge "Red List", Cradle to Cradle Banned List, and Greenscreen List Translator.

## Modular Carpet Tiwell with Solution Dyed Nylon 6,6 Fiber

#### Milliken



#### PRODUCT DESCRIPTION:

Modular Carpet with Solution Dyed Nylon 6,6 Face Fiber with Underscore or Comfort Plus Backing.





## Milliken Joins Well Living Lab

#### The WELL Building Standard stresses the following points:

90% amount of time we spend indoors, on average

90% average percentage of a company's total operating cost spent on people

portion of our overall health we can attribute to our physical and social environments

**The spaces we create are important.** Because we spend so much time in them. Because they have a real effect on our well-being. And because it makes economic sense for us to create spaces that are great.

At Milliken, we try to make products that perform well for people, by designing all kinds of intrinsic benefits directly into them. We join 18 other building science and medical research leaders in coming together to creating healthier spaces in which we live and work. We will contribute to the work by:

- Applying material transparency and selection knowledge gleaned from the floor covering industry.
   Diving into the material make-up of Milliken flooring products allowed for the company to better understand and ultimately, make more informed decisions about sourcing materials for responsible product development.
- Advocating for safety and wellness principles, which Milliken has a legacy of developing and implementing.
- Serving as a resource in health, wellness and environmental matters extending beyond the built environment.





## The WELL Building Standard

### WELL Living Lab

Milliken is proud to be an Alliance Founding Member of the WELL living Lab. Our goal is to partner with the Lab to generate new knowledge and interact with Lab experts from a wide range of scientific, medical and technical backgrounds to help inform future iterations of the WELL Building Standard and to help us optimize our products to maximize their impact on health and wellbeing in the built environment.

### **WELL Building Standard**

Milliken is actively pursuing WELL Certification on our showrooms and offices. Our Chicago Showroom was certified with WELL Platinum in 2018:

- 1. First WELL Certified™ space in the Chicago Merchandise Mart
- 2. First WELL Certified™ Platinum space in Chicago
- 3. 100<sup>th</sup> WELL Certified™ Project Globally
- 4. Currently certifying San Francisco Showroom with WELL Version 2
- 5. WELL Portfolio Signature 16+ Properties registered for WELL v2

Milliken Solutions for Features in the **WELL Building Standard**<sup>™</sup>(v1)



#### FEATURE 4 VOC REDUCTION

Milliken carpet tile, broadloom, LVT, and adhesives meet the criteria for VOC emissions for Feature 4, Part 3 (Flooring).

#### FEATURE 8 | HEALTHY ENTRANCE

Milliken's Entry Systems — like Obex and walk-off mats — help to contribute to Part 1 of this feature, which addresses the need to capture particulates from occupant shoes.

#### FEATURE 11 | FUNDAMENTAL MATERIAL SAFETY

Milliken meets the requirements for Part 1 (Asbestos and Lead Restriction) — our products do not contain asbestos or lead.

#### FEATURE 12 MOISTURE MANAGEMENT

Part 4 deals with the advantages of moisture-tolerant materials. Milliken cushion-backed carpet tile products offer a moisture wicking mechanism, and superior moisture management.

#### FEATURE 25 TOXIC MATERIAL REDUCTION

Milliken carpet tile satisfies the requirements of Parts 1-4 — it does not contain PFCs, Halogenated Flame Retardants, Plasticizers, or Isocyanate-based polyurethane.

#### FEATURE 26 | ENHANCED MATERIAL SAFETY

Milliken modular tile and broadloom products qualify for this requirement with our Third-Party Verified Declare labels.

#### FEATURE 28 CLEANABLE ENVIRONMENT

Milliken carpet tile and LVT can meet this requirement, which deals with the ability to easily and thoroughly clean flooring.

#### FEATURE 87 BEAUTY AND DESIGN I

Milliken designs can contribute to this feature.

#### FEATURE 97 | MATERIAL TRANSPARENCY

Milliken satisfies Parts 1 & 2 of this feature with our Third-Party Verified Declare labels, published on the Milliken website.



## Milliken Capabilities

#### **Site-Related Solutions**

- Milliken modular carpet is non-reactive and contains to PVC or plasticizers. This greatly simplifies floor prep and eliminates the need of old adhesive removal.
- No chemical incompatibility exists between Milliken modular carpet and any existing floorcovering adhesive, including "cutback", asphalt emulsion, general purpose adhesive, and epoxy.
- Milliken does not require moisture testing prior to installation in almost every situation. There are no RH or pH limits.
- Milliken's cushion backing allows moisture and water vapor to evaporate through its open-cell polyurethane so the formation of liquid water is almost impossible.
- Installation of Milliken modular carpet can begin in as quickly as 90 days after the concrete pour is complete and only 30 days with Milliken Moisture Extreme Spray adhesive.

#### **Product Benefits**

- Cushion-backed carpet provides 40-50% more noise absorption versus hard-back products.
- Milliken attached cushion backing will add 40% to the life of the carpet tile compared to hard-back carpet tiles. This is due to the absorption of foot traffic which reduces pile crush significantly.
- A research study conducted at the University of Pittsburgh shows that Milliken attached cushion decreases muscle strain while standing by up to 24% versus competitor products.
- Milliken carpet tile comes standard with StainSmart (proprietary stain resist) and AlphaSan (proprietary anti-microbial). As the world's largest privately held textile and chemical company, we have the advantage of inventing our own chemical solutions to create "smart fabrics" which perform at a higher level.
- Milliken carpet tiles have the option of a system which does not require traditional carpet tile adhesive (TractionBack).
- Most of Milliken carpet tiles have 6,6 nylon vs. 6 nylon.
- Milliken has a unique Digital Dye Infusion technology and offers customization on products.

### **Sustainability**

- All Milliken Carpet tile is fully recyclable and most has significant recycled content in the finished product.
- Milliken is a founding member of the WELL Living Lab along with CBRE, IBM, Panasonic, StructureOne, HKS, Arup, IFF, KETRA, Hines, Lendlease, Sino-Ocean, View, Essentia, and HOK.



## Milliken Capabilities

- The WELL Living Lab evaluates relative impacts on people in office environments as it relates to acoustics, temperature, humidity, filtration, ventilation, physical activity at work, fatigue, sit-stand, nutrition at work, connection to nature, human proximity, and light.
- Milliken is actively pursuing WELL certification on our showrooms and offices.

### **Government Expertise**

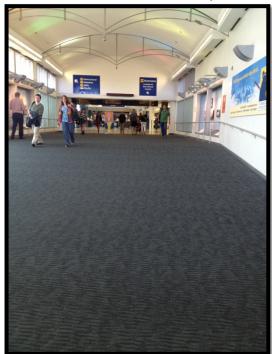
- Milliken has experience working with state, local, and federal agencies, as well as the military and GSA – including preferred price schedules and procurement.
- We have state, local, and federal contracts currently in place. Each one is specifically tailored to meet the needs of government at the federal, state or local level, non-profits, municipalities, plus K-12 as well as higher education systems.

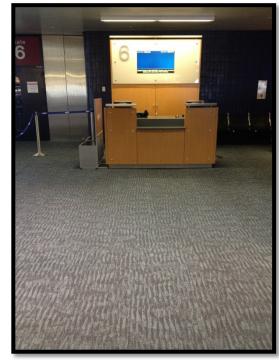
#### **Warranties**

- Milliken has 15 Lifetime product warranties.
- Milliken attached cushion comes with a Lifetime warranty against mold and mildew forming under the carpet tile leading to inferior indoor air quality. This is due to the "breathability" of the attached cushion.



### Oakland International Airport - Oakland, California





Yardage: 12,000 Installed: 2010 Product: Ghost Artist Contact Information: Eddie Vallsenor, Facilities evillasenor@portoakland.com

(510) 563-3925

### Calgary International Airport - Calgary, Alberta





Yardage: 10,000 Installed: 1997

Product: Custom Midnight Sparkle

Contact Information: Lori Borgo, Facilities Manager

lorib@yyc.com (403) 735-1365



### Baltimore-Washington International Airport - Baltimore, Maryland





Yardage: 16,000 Installed: 2006-2013 Product: Custom Colorweave Contact Information: Madhuri Subramaniam msubramaniam@bwiairport.com

(410) 859-7120

### Dubai International Airport - Dubai, United Arab Emirates





Yardage: 51,800 Installed: 2011 Product: Custom Colorweave Contact Information: Sebastian Anthony Sebastian.Anthony@dubaiairpo

rts.ae

(971) 4 216 1258



### International Airport Ministro Pistarini - Buenos Aires, Argentina

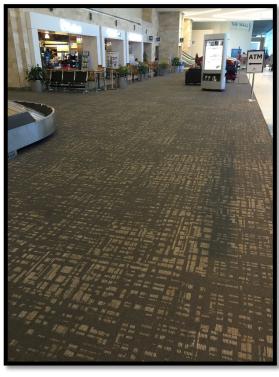




Yardage: 2,000 Installed: 2013 Product: Talkative Rain Contact Information: Mr. Gerardo Pucciarello gpucciarello@aa2000.com.ar

### Greenville-Spartanburg International Airport - Greenville, South Carolina





Yardage: 2,000 Product: Monuments & Shrines Installed: 2015 Contact Information: Kevin Howell, VP/COO Khowell@gspairport.com

(864) 848-6269



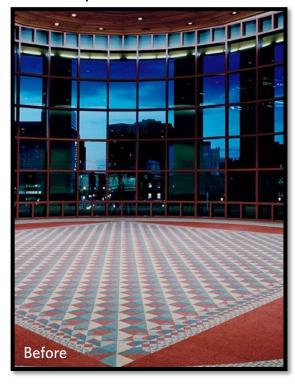
### Hartsfield-Jackson Atlanta International Airport - Atlanta, Georgia





Product: OBEX Installed: Various Installations Contact Information: Rod Ozust, Executive Director r.ozust@aatc.org 404-530-2107

### Minneapolis Convention Center - Minneapolis, Minnesota





Yardage: 26,000 Product: Custom Contact Information: Randy Rasmussen, Facilities randy.Rasmussen@minneapol ismn.gov (612) 335-6247



Minneapolis Convention Center - Minneapolis, Minnesota



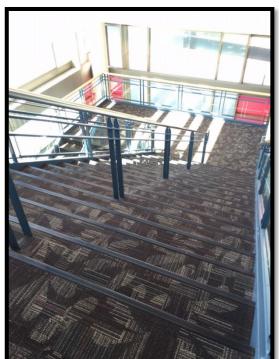


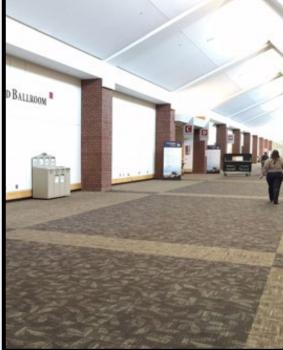




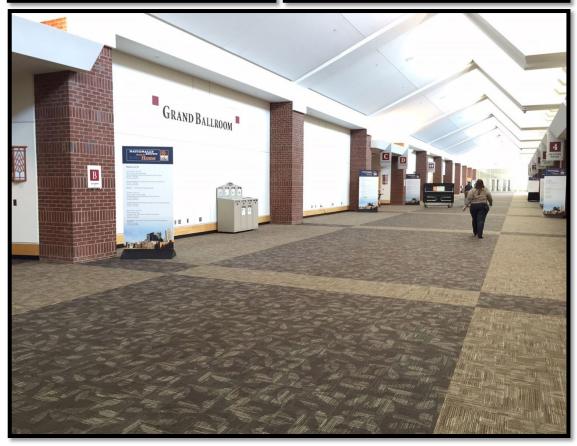


### Minneapolis Convention Center - Minneapolis, Minnesota





Yardage: 10,000 Product: Remix Bebop Installed: 2006 Contact Information: Jim Ibister, General Manager Jibister@WILD.com (651) 265-4801





### New Orleans Convention Center - New Orleans, Louisiana





Yardage: 70,000 SF Installed: 2007

Product: Grand Plaza Custom

Tile

Contact Information: David Mason, Dir. of Construction

dmason@mccno.com (504) 582-3041

### Tulsa Convention Center - Tulsa, Oklahoma





Product: Monuments & Shrines Installed: 2011 Contact Information: John Dodd, Director of Operations jdodd@smgtulsa.com (918) 810-2447



## Design Intent

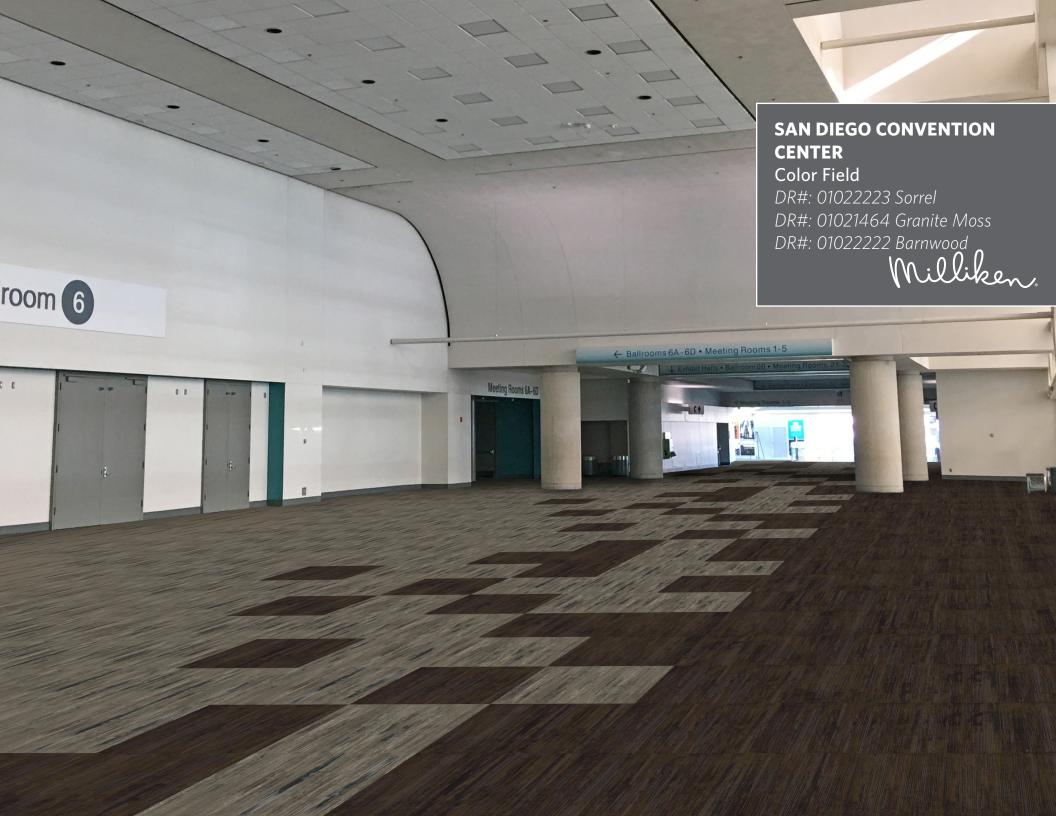
Thank you for the opportunity to participate in this evaluation process. Along with color samples and renderings, we wanted to give you a brief summary of how we might complete the aesthetic requirements for this great project.

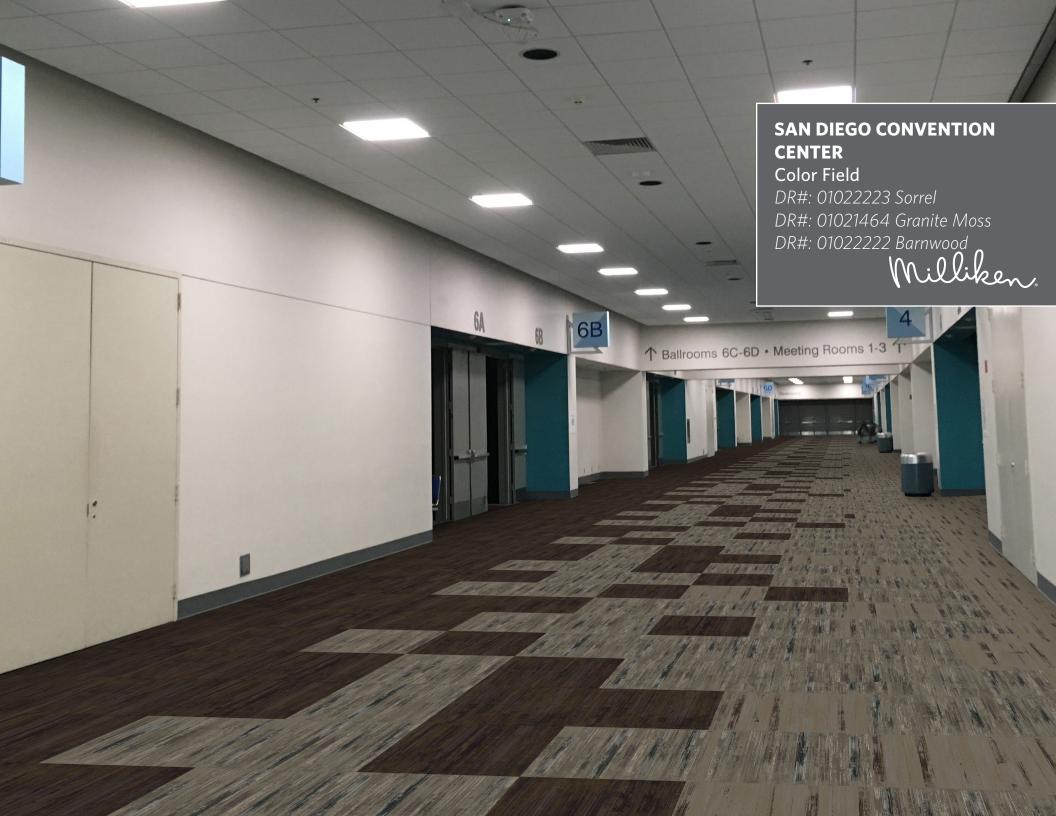
The floor planes themselves are quite long and there are also light shifts and shadows created by the natural light coming from the large glass windows as well as the existing light sources. In addition, there are some tricky transitional areas at the end of long corridors. LMN's creative concept solves these challenges by moving pattern from one value to another (or possibly shifting scale) to maintain the dynamic of the space.

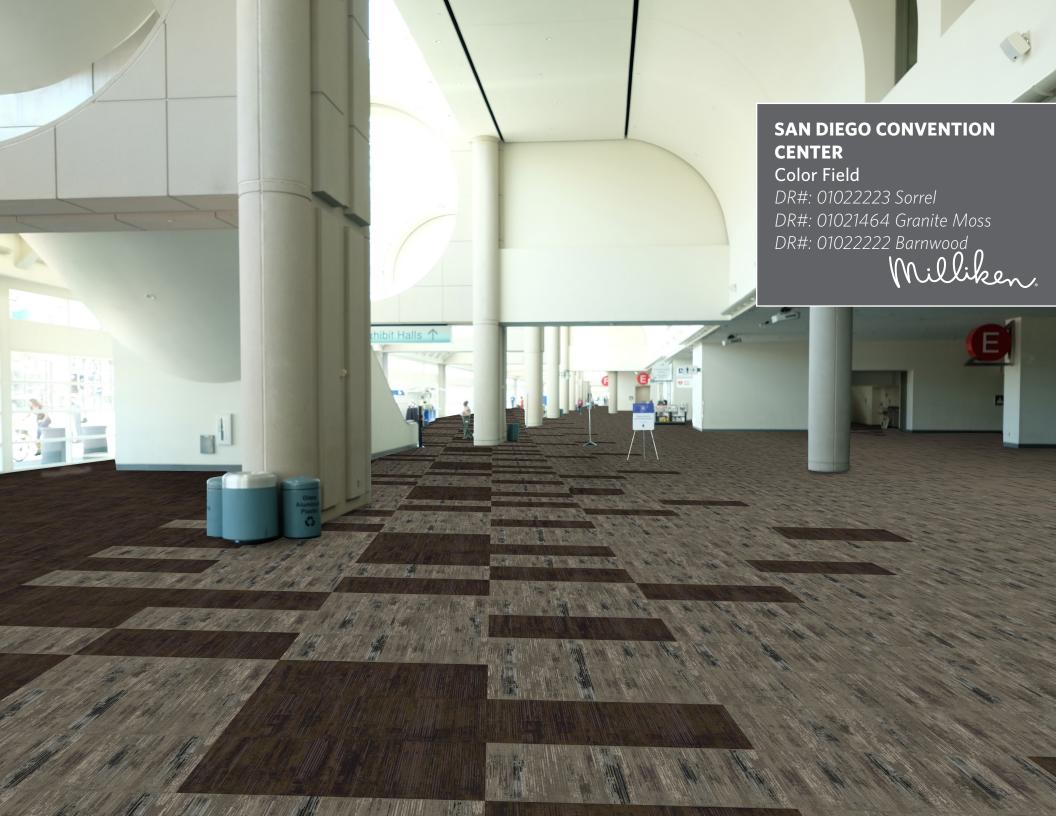
We are presenting our product Textured Sky in pattern Cloud Canopy to demonstrate the ability to move pattern from a dark value to a light one. The color Thermal gives a more dramatic shift but that can be softened. We also chose Cloud Canopy to represent a more organic, less linear pattern. The standard samples come as a skinny plank however, the larger plank would be available as that scale seems more appropriate for the space. Our renderings show the larger plank in Ashlar installations.

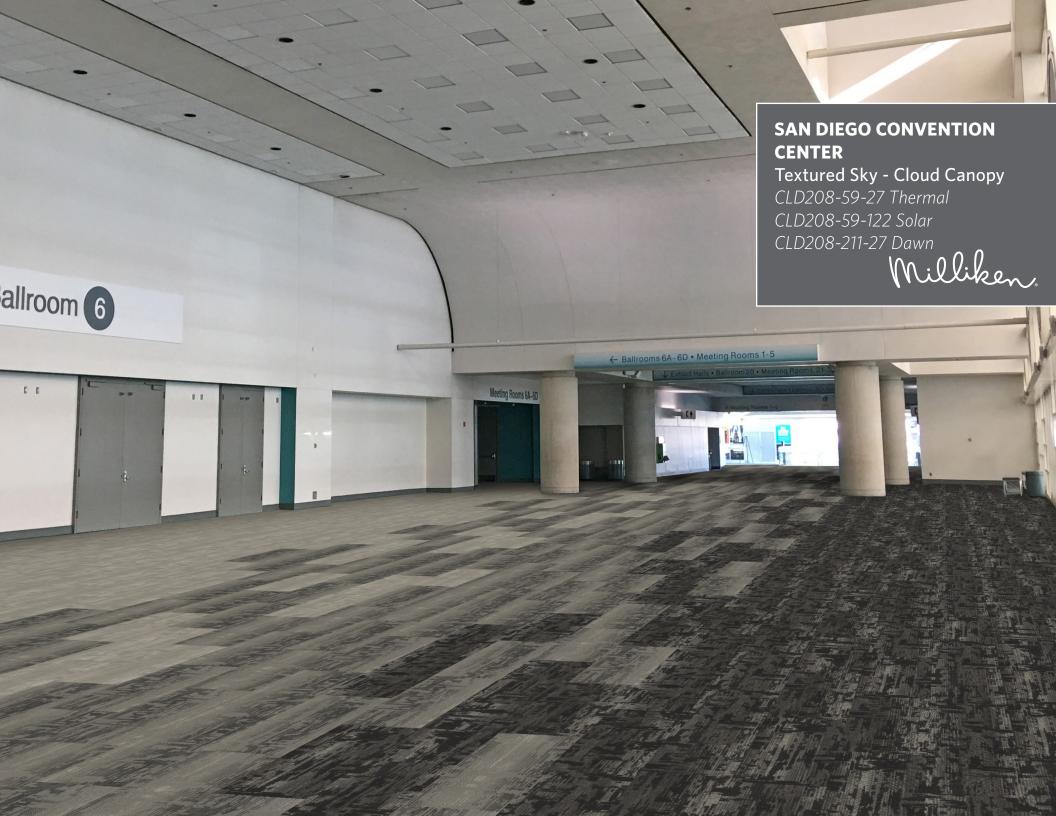
In addition, these products are available in a more economical version with minimum color shift should we need to meet a lower price point.

We look forward to the opportunity to develop a final design and color direction, which not only captures the aesthetic intent but meets all the performance requirements needed for such an important space.

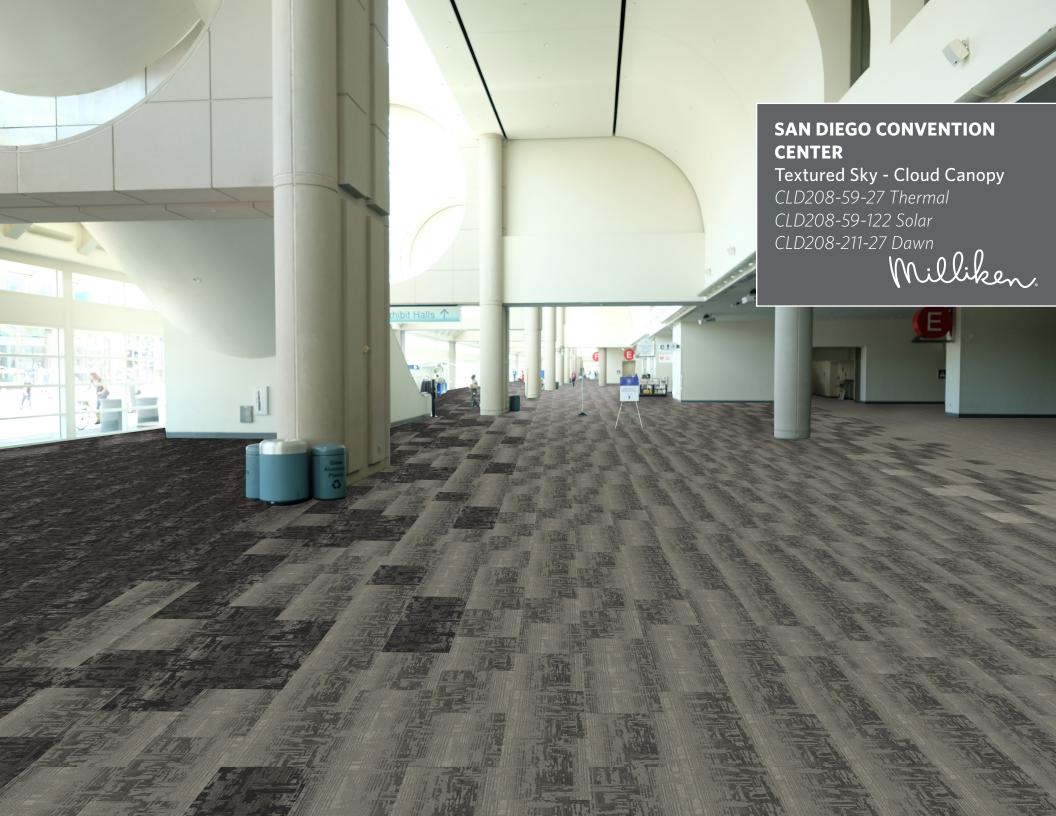












## **ENVIRONMENTAL POLICY**

Milliken & Company is committed to operating our plants and facilities in complete compliance with all applicable environmental regulations and other requirements and to operate in a manner that protects the quality of our environment and the health and safety of our associates and the public.

We are committed to strive for a goal of zero waste generation to all media - land, air, water - to be achieved by continual improvement in all of our operations. This goal will guide the conduct of our manufacturing operations, the development of new products, and our interaction with our suppliers and customers. Recycling of materials is an integral part of this on-going effort.

We are committed to encouraging our families, our associates and our communities, through education and leadership, to conserve our natural resources and protect the environment in our daily lives.

We reaffirm our commitment to work with local, state and federal authorities to develop effective environmental solutions that meet tests of practicality and feasibility.

