



Solicitation Number: 091323

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PPG Architectural Finishes, Inc., 400 Bertha Lamme Drive, Cranberry Township, PA 16066 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

PPG Architectural Finishes, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/30/2023 | 3:43 PM CDT

DocuSigned by:
Chuck Hobson
By: F6E0303E297D4C1...
Chuck Hobson
Title: National Sales Manager
Date: 10/31/2023 | 6:05 AM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 10/31/2023 | 6:57 AM CDT

RFP 091323 - Paint with Related Supplies, Equipment, and Services

Vendor Details

Company Name: PPG ARCHITECTURAL FINISHES, INC
Does your company conduct business under any other name? If yes, please state: DBA PPG PAINTS
Address: 400 BERTHA LAMME DRIVE
CRANBERRY TOWNSHIP, PENNSYLVANIA 16066
Contact: ED TINNEY
Email: ed.tinney@ppg.com
Phone: 770-880-6405
HST#: 25-1612585

Submission Details

Created On: Monday August 14, 2023 12:00:26
Submitted On: Monday September 11, 2023 16:22:28
Submitted By: ED TINNEY
Email: ed.tinney@ppg.com
Transaction #: 8eb6624d-e2cf-430d-a8cb-1b80e5cda250
Submitter's IP Address: 104.129.206.79

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	PPG Architectural Finishes Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	PPG Industries
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA PPG Paints, PPG
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1EQ80
5	Proposer Physical Address:	400 Bertha Lamme Drive, Cranberry Township, PA 16066
6	Proposer website address (or addresses):	www.ppgpaints.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chuck Hobson National Sales Manager 7246 E State Road 250 Seymour, IN 47274 chobson@ppg.com 317-518-4410
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ed Tinney Sr. Corporate Account Manager, Government 5863 Brookstone Trace NW Acworth, GA 30101 ed.tinney@ppg.com 770-880-6405
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mary Goltz 162 Windham Way Clayton, NC 27527 goltz@ppg.com 910-515-0538

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PPG was founded in 1883 as Pittsburgh Plate Glass Company. PPG established its headquarters in Pittsburgh, PA in 1895 and it is still located in that city. In the 1960's, PPG began manufacturing coatings and was providing automotive coatings by early 1970's. In 1989 PPG significantly expanded its standing as a leading producer of architectural finishes. Today, PPG has global sales of more than \$15 Billion with 60% of its products in performance coatings and 40% in industrial coatings. PPG serves customers in industrial, transportation, consumer products, construction markets, automotive, aerospace and packaging coatings around the world. Our vision is to be the world's leading coatings company by consistently delivering high-quality, innovative, and sustainable solutions that customers trust to protect and beautify their products and surroundings. To achieve this vision, we must: Act with integrity at all times and be true to our values and ethics. Deliver consistent sales and earnings growth. Develop innovative products to meet future needs. Work safely, protect the environment and support the communities where we operate. Our key values include Dedication to the customer, Respect for the dignity, rights and contributions of employees, Recognition of the concerns and needs of society, Value of supply chain relationships and Responsibility to shareholders.	*
11	What are your company's expectations in the event of an award?	PPG signed our first contract with Sourcewell (then NJPA) in 2011 with a humble \$50,000 in annual sales. Our goal is to continue to promote Sourcewell as our Primary membership-based program for all Government and Non-Profit businesses. In 2022, PPG surpassed \$4 Million in annual sales through our Sourcewell contract. Our goal is to continue to grow this partnership an average of 10% per year.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Despite challenges that included historic cost inflation, geopolitical issues, COVID-19-related impacts, supply disruptions and labor shortages, PPG achieved record full-year 2022 reported net sales of approximately \$17.7 billion, up 5% compared with 2021. Strategically, PPG continued to grow and strengthen the company, successfully integrating five recent acquisitions that have annualized sales of about \$1.7 billion. The success of the team's work throughout the year has enabled PPG to continue to reward shareholders, paying \$570 million in dividends for the year. PPG has raised its annual dividend payout for 51 consecutive years and has paid uninterrupted annual dividends for 123 years. PPG also continues to have strong financial flexibility with cash and short-term investments totaling approximately \$1.2 billion at year end.	*
13	What is your US market share for the solutions that you are proposing?	Based on 2022 sales results, PPG is the second largest paint company in the world and in the US. PPG is one of only two paint manufacturers capable of supplying paint through factory owned stores throughout the US and Canada. US market share is estimated at 7-10%.	*
14	What is your Canadian market share for the solutions that you are proposing?	PPG is the largest paint manufacturer in Canada #1 market share position. PPG plans to offer our fully awarded contract to any Sourcewell/Canoe members in Canada. PPG is on target to achieve \$500,000 in 2023, through our Sourcewell/Canoe agreement in our Canada market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) PPG Architectural Coatings is considered a large manufacturer, distributing products through a network of company owned stores, independent dealers, along with big box outlets, retail outlets and online distribution. PPG has designated and specialized sales professionals to support distribution of PPG products through each type of distribution network available. PPG also works alongside Dealer sales teams and the big box sales professionals to support customer programs. PPG's full sales force is comprised of more than 1,000 PPG employees in the US along with sales teams from dealers and big box outlets that are not PPG employees.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>PPG is licensed to do business in all US states and Canada. All PPG products offered meet existing regulations. PPG products meet or exceed National AIM Rule requirements for VOC and PPG also has products available to meet most local VOC requirements if stricter than the national rule (samples below):</p> <p>CANADA NATIONAL AIM CERTIFICATION - Canadian VOC Emission Standards, CARB CERTIFICATION - California EPA Air Resources Board Certification, LADCO CERTIFICATION - Lake Michigan Air Directors Consortium Standards OZONE TRANSPORT COMMISSION RULES - OTC requirements under the Clean Air Act SCAQMD REGULATIONS - South Coast Air Quality Management District rules US NATIONAL AIM - Rules for Architectural & Industrial Maintenance Coatings</p> <p>Further certifications at select PPG industrial coating's locations include; ISO/IEC 17025:2017, IATF 16949:2016, ISO 14001:2015, ISO 9001:2015, TRA & Ontario Regulation 455/09.</p>
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None, to the best of my knowledge.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>As an industry leader, PPG receives a substantial amount of awards each year across multiple facets of our business. In the interest of space, I have only included some of the awards PPG received in the past year.</p> <ul style="list-style-type: none"> • #1 on Coatings World's Top 100 Companies list • #90 on IndustryWeek's U.S. 500 • #218 on the FORTUNE® 500 • #689 on the FORBES® Global 2000 • #4 in the Chemicals Industry on the 2023 Fortune World's Most Admired Companies list, our 15th consecutive year on the list • AA rating by MSCI for environmental, social and governance practices for the third consecutive year • 100% score from the Human Rights Campaign's 2022 Corporate Equality Index • #16 in the Materials and Chemicals category of Newsweek Magazine's Most Responsible Companies 2023, and #114 on the overall list • 90% on the 2022 CPA-Zicklin Index of Corporate Political Disclosure and Accountability, earning the "Trendsetter" ranking. • #20 in the chemicals industry on JUST Capital's 2023 list of America's Most JUST Companies • Gallup Exceptional Workplace Award 2023 • #72 on Forbes' list of America's Best Employers for Veterans 2022 • #350 on Forbes' list of Mexico's Best Employers 2022 • Recognized as a Best Place to Work for Disability Inclusion by Disability: IN and the American Association of People with Disabilities • Forbes' America's Best Large Employers 2022 and 2023 • #19 on ComputerWorld's Best Places to Work in IT, which considers a range of topics including benefits, career development and diversity, equity and inclusion. • #44 in the American Opportunity Index, which recognizes companies for workers' access to role, wage and career advancement. • EcoVadis, a leading provider of business sustainability ratings, awarded PPG a Gold Rating in corporate social responsibility for the second consecutive year. PPG earned high scores for its environmental, ethics and sustainable procurement practices, and scored higher than 92% of evaluated companies. • FTSE4Good named PPG to the FTSE4Good Index Series for the fourth consecutive year. The index measures the performance of companies demonstrating strong environmental, social and governance practices. • R&D World's R&D® 100 Awards recognized PPG for COPPER ARMOR™ antimicrobial paint by PPG with Corning® Guardiant® technology and COMEX® VINIMEX® TOTAL antiviral and antibacterial paint. PPG has earned 34 R&D 100 Awards through the years. • HOMAX® Tex>>Pro™ texture system was selected as a winner for the FacilitiesNet Vision Award in the Interior Furnishings and Materials category and a winner for the Golden Hammer Awards • 2022 BCF Coatings Care Progress Award
20	What percentage of your sales are to the governmental sector in the past three years	PPG's market share remains consistent at 2-3% of the total market share.
21	What percentage of your sales are to the education sector in the past three years	PPG market share in the education segment is approximately 2%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>PPG has several Cooperative Contracts, GPO contracts along with state and local contracts. Some of current contracts within these categories include Med Assets, Premier, TIPS, Vizient, E & I, GSA, TXMAS, CMAS, Buyboard. Government COOP, Sourcewell. Due to confidentiality, I cannot share each customer's sales volume however the total sales to these accounts are about \$22MM per year. SOURCEWELL continues to be promoted as the PREFERRED cooperative agreement for all non-federal government business in the US and Canada. Sourcewell represents about 19% of the business at more than \$4MM per year.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	PPG currently holds a 51V, Hardware Superstore. Contract numbers GS-21F-0062U. Total sales over the last three averages about \$5.5MM per year.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Virginia Beach	John Tigert	757-385-4438 Jtigert@vbgov.com	*
MASSPORT	Beth Murphy	617-568-5070 bmurphy2@massport.com	*
Boston Housing Authority	Jean Fougy	617-988-5129 jean.fougy@bostonhousing.org	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of North Carolina	Government	North Carolina - NC	Miscellaneous paint and sundry items on state contract	varies	avg \$700K annually	*
State of Louisiana	Government	Louisiana - LA	Miscellaneous paint and sundry items on state contract	varies	avg \$450K annually	*
TXMAS	Government	Texas - TX	Miscellaneous paint and sundry items on state contract	varies	avg \$370 annually	*
State of Tennessee	Government	Tennessee - TN	Miscellaneous paint and sundry items on state contract	varies	avg \$340 annual	*
Alleghany County	Government	Pennsylvania - PA	Miscellaneous paint and sundry items on county contract	varies	avg \$325 annually	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	PPG has more than 900 company owned brick and mortar stores across North America utilized as distribution points for our products. Each of these locations have an inside sales team and at least one dedicated outside salesperson focusing on growing business in the market. All of these representatives are employed by PPG with a primary focus of selling architectural and high-performance products along with related paint items.	*
27	Dealer network or other distribution methods.	In addition to our company owned stores, PPG has a network of 2,500 authorized Independent Dealers across the US with more than 4,000 distribution outlets. PPG supports these authorized Dealers with a company owned sales force of more than 100 employees. In addition to the PPG employees, the Authorized Dealer has its own sales team, supported by PPG. Every state in the continental US, as well as Alaska and Hawaii and Canada are covered and supported by this team.	*
28	Service force.	PPG has a complete network to serve our customers at every touchpoint of the process. PPG's store team services the customer at the store level, ensuring the right products are specified and delivered while PPG's outside sales team, known as "Account Develop Managers" are responsible for servicing the customer in terms of credit management, product delivery, training, warranty, etc. In addition to the face-to-face service from the PPG sales teams, we have dedicated customer service technicians available to all customers through a customer service phone line and on-line. Sourcewell also has a dedicated national sales manager and regional corporate account managers to promote the program and ensure all aspects of the business, including sales and service, are managed properly.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The order process occurs with the Sourcewell member placing orders with their servicing location. Orders may be placed through multiple channels; in person at any store location (company owned or dealer), email to store location, phone order or on-line order. The order is filled by the servicing location and may be delivered (usually at no charge) or picked up by the customer. The ordering process does not vary between company owned stores or dealer locations. All orders are sold directly to the customer which will receive the Sourcewell pricing on their invoice. Most orders are prepared in the store and ready for pick up within the hour. Orders scheduled for delivery are typically delivered within 24 hours at NO CHARGE to the customer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PPG manufactures our own paint products and supplies our company owned stores and dealers through 9 manufacturing facilities and 14 distribution warehouses across North America. Our stores receive inventory replenishment every week. Customers have the option to pick up material in our store locations or request deliver direct to their site. Deliveries are typically shipped in less than 24 hours at no charge. PPG has the technical expertise, global resources, innovative services, and individualized customer service to handle any paint challenge. For more specialized product specification or technical questions, PPG offers online and phone in support with a team of professional available to answers questions.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	PPG has the distribution footprint (as mentioned previously) and salesforce to support all Sourcewell Members across the continental US along with Alaska and Hawaii. PPG also has a WORLD-CLASS DELIVERY MANAGEMENT SOLUTION supporting our company store locations with Integrated maps showing PPG store locations, delivery locations and vehicle movement. Our delivery management system allows PPG to offer 24-hour delivery service to our customers at no charge. PPG has serviced Sourcewell members across the US for more 12 years and would like to continue to grow our relationships. PPG will make our entire catalog of products available to all Sourcewell members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	PPG has the #1 market share in Canada and has the distribution outlets to support all Canada members through in person pick up or delivery. PPG has serviced Sourcewell and Canoe members for nearly 5 years in the Canada market and our sales continue to grow, increasing 56% YTD in 2023. PPG will make our entire catalog of products available to all Sourcewell/Canoe members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All geographic in the continental United States, Alaska, Hawaii, and Canada will be serviced utilizing our Sourcewell agreement. We do not have brick and mortar Canada locations in the Yukon, NWT or Nunavut – but we do ship to these areas through our stores – so we can fully service all of Canada as well.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PPG will make our Sourcewell contract available to any Government, Education and not for profit member of Sourcewell. Any member may utilize the Sourcewell contract, if requested, regardless of other cooperative agreements we may have.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our Sourcewell agreement applies to the continental US, Alaska, Hawaii, and Canada. Hawaii and Alaska may experience a longer delivery response time or an occasional delivery fee in markets where the Sourcewell member is located outside a service area from a PPG distributor.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	PPG will continue to promote our Sourcewell cooperative agreement as the Preferred contract for all non-federal government agencies. Marketing begins with training to our field sales teams. PPG's dedicated Sourcewell national sales manager conducts in person and on-line training for all levels of our sales force. Training is conducted by region and includes sales teams and management for the market. In person training events also include joint sales calls on agencies to promote PPG and Sourcewell. PPG has worked with Sourcewell to develop co-branded sales flyers which are distributed to potential clients. PPG's sales teams are also provided with a current Sourcewell membership list to ensure we are calling on active members, sharing the benefits of the program offered by PPG. All "Get to Know You" meetings are forwarded to our Regional Sales managers. PPG's Region managers and Sales teams are encouraged to attend each event in their area. We plan to continue with the same type of training and program awareness if awarded a new contract.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PPG utilizes data from internal and third-party sources to identify insights and solutions to customer problems. External data sources include trends on our category and brands on platforms such as Google, Amazon, Facebook, Pinterest, Instagram, TikTok. We also leverage digital traffic, engagement, and behavioral data points from our own website properties, user-generated content platforms and retail partners. The NEW PPG Paints app is our exciting new pro-online ordering platform that makes ordering simple. Available through your favorite browser at pro.ppgpaints.com or download on your iPhone/Android Intuitive user interface with customer-specific pricing. Most of the product / program information is deliverable to the Sourcewell member electronically. Product information and guide spec materials are all available through our websites. Even much of the color support can be delivered electronically.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	I believe Sourcewell's role in marketing the program is to announce the awards to its members and to provide updated membership lists to those companies awarded a contract. Sourcewell should also be promoting their contract, through social media, tradeshow, and other outlets, to all available members in support of the Sourcewell approved vendors, across all markets. I also feel that Sourcewell should be available to support suppliers through training and assisting, as needed, to explain the legal aspect of the agreement to potential customers. Sourcewell is already PPG's preferred contract when targeting government agencies. We will continue to promote our Sourcewell contract as an option for any agency to utilize as a purchasing option. Our Sourcewell agreement is presented to any new account opportunity as an option to simplify their purchasing process. We have even been able to explain to several customers that they no longer need to release an RFP for their paint and sundry requirements when they can utilize our Sourcewell agreement. A recent example of this is that we moved the state of Iowa from a state contract to our Sourcewell contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, PPG currently offers e-procurement capabilities through both Hosted and Punch Out methods. Hosted – PPG provides a list of all the products and prices thereof that the platform provider places on a central portal. Once someone places an order it typically flows to our Corporate Account customer service for them to send out to the closest local store for them to fulfill. Punch-Out - similar to the Hosted however, is more streamlined on the front-end whereas PPG builds a catalog for the service provider. PPG contracts through a third-party allowing communication between the two systems. PPG currently has experience with E-procurement through the following channels: GSA Advantage, Bid Net, North Carolina E Procurement, SyQuest, TXSmart Buy, Los Angeles, CA eRSP System, ESM and Unimarket.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon request, PPG will provide product training for Sourcewell members and contractors that may be providing services to a member. PPG product training is conducted by our experienced sales team and may be scheduled at the members convenience for time and location. PPG also offers training through our long-term relationship with our vendors for non-PPG manufactured sundry items, like spray equipment. Complete product information and Technical Data Sheets are available and PPG personnel are available to assist with product selection before a project begins. All training may be scheduled at NO COST to the Sourcewell member.

41	Describe any technological advances that your proposed products or services offer.	<p>PPG has invested an average of \$466 million in research and development over the last 4 years and has won more than 30 R&D® Awards in field. In addition, PPG maintains a long-standing tradition of developing leading edge technologies, achieving the highest quality standards and meeting customers' requirements. Through leadership in innovation, PPG helps customers in industrial, transportation, consumer products, and construction markets and aftermarkets to enhance more surfaces in more ways than does any other company. Recent Innovations include:</p> <ul style="list-style-type: none"> - PPG COPPER ARMOR - EPA REGISTERED ANTI-VIRAL AND ANTI-BACTERIAL* PAINT is an innovative interior coating that continuously kill viruses and bacteria^ on the painted surface within 2 hours of exposure for up to 5 years. This premium paint provides an extra layer of protection TO keep interior surfaces clean from disease-causing agents including Staph, MRSA, E Coli and Sars CoV-2. - PPG CORACHAR® battery fire protection coatings for EVs reduce weight, increase battery performance and support passenger and first-responder safety in case of a fire. - PPG ENVIROCRON™ LUM powder coating is the first-ever commercial powder coating that is retroreflective. The coating reflects light back to its source with minimal scattering, making objects like bicycles and road barriers appear brighter at night. - PPG SOLARON BLUE PROTECTION™ UV+ blocking technology provides enhanced and durable protection for aircraft windows against ultraviolet exposure and high-energy visible blue light. - PPG SPRAYMASTER™ system is a revolutionary portable sprayer specifically designed for exterior woodwork. It is up to 50% faster than brush/roller application and provides quick drying and excellent opacity in one layer. - PPG SIGMAGLIDE™ 1290 silicone-based marine coating prevents fouling species from attaching to a vessel without the use of biocides. - LIGHT & EASY™ exterior masonry coatings by PPG help alleviate the problems faced by painters having to handle heavy cans. It reduces the weight of the paint by up to 30% compared to standard coatings while maintaining the same performance.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We at PPG are committed to providing our customers with the highest quality paints and coatings. With the implementation of LEED, we are proud to say that PPG has the products you need. Our goal is to develop and provide product options for the architects and designers selecting the products, the applicators using the products and the people that occupy the space. Most products offered on this RFP meet MPI and LEED criteria. PPG also has products available to Sourcewell members that meet The Collaborative for High Performance Schools (CHPS) "Low Emitting Products" criteria Section 01350, which was developed in California to oversee the nation's first green building rating program especially designed for K-12 schools. PPG continues to manufacture products to meet or exceed the new VOC requirements and offers several products that have NO VOC's. Additional certification and LLED qualifications include:</p> <ul style="list-style-type: none"> - GREENGUARD GOLD - UL 2818 - 2022 Gold Standard for Chemical Emissions for Building Materials, Finishes and Furnishings - NSF International Certified Environmental Product Declaration in accordance with ISO 21930 and ISO 14025 - GreenGuard - Indoor Air Quality Certified - SCAQMD Rule 1113 Architectural Coatings - EQ Credit: Low-Emitting Materials - MR Credit: Building Product Disclosure and Optimization – Environmental Product Declarations - MR Credit: Building Product Disclosure and Optimization – Material Ingredients
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>For the third consecutive year, PPG received a AA rating by MSCI for environmental, social and governance practices. PPG is committed to reducing the environmental impact of our operations. We work to reduce our energy usage, improve energy efficiency across our operations and increase the energy that we source from renewable power generation. These efforts minimize our greenhouse gas (GHG) emissions, lower operating costs and maximize resource efficiency.</p>
44	Describe how your products contribute to or promote the health, quality of life and wellbeing of our members and others.	<p>PPG has developed our products that continue to reduce the volatile organic compounds to meet and usually exceed the strictest environmental regulations across the US. PPG also offers several product lines with NO VOCs and NO ODOR, promoting a healthier indoor environment for all customers. PPG has products lines that are antimicrobial which kills mold and mildew on the surface of the paint, creating a healthier environment in older or damp locations. With the innovation of COPPER ARMOR, PPG also has a product that will kill viruses and bacteria for up to 5 years, including the COVID (Sars CoV-2) virus.</p>

45	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products.	PPG's objectives include scope 1, 2, and 3 greenhouse gas emissions targets, which have been validated by the Science Based Targets initiative (SBTi). PPG also has incorporated the following sustainability goals: 13% reduction in waste disposal intensity from a 2017 baseline 20% reduction in spill and release rate from a 2017 baseline 6% reduction in greenhouse gas emissions intensity from a 2017 baseline 12% reduction in total water withdrawal from a 2017 baseline 23% of purchased electricity came from renewable sources in 2022 48% decrease in transportation incidents compared to 2022 In 2002, 39% of PPG's sales came from sustainably advantaged products.	
46	Describe the extent to which your products contain recycled content or are recyclable.	The vast majority of PPG's products are recyclable, and PPG continues to source recyclable paint containers as available. PPG company owned stores are registered drop-off sites for the PaintCare program. For more information visit www.paintcare.org - More than 38 million gallons collected to date - 60% of latex paint was recycled back into paint	
47	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PPG is classified as a large business and therefore does not hold any small business certifications. PPG does make an effort to work with certified small businesses on projects where practical or requested by the agency. PPG continues to work with small businesses to improve supplier diversity growth and to help fulfill our organizational values, industry benchmarking efforts, and customer requirements. In 2021 PPG implemented ePro, which is a global system for managing supplier relationships, sourcing, and contracting, shopping for indirect goods and services and performing approvals. The system is also helping to enhance the granularity of spend data being collected from diverse suppliers, as it requires every supplier to register themselves by providing detailed business information, including diversity status. Furthermore, in 2022 PPG enlisted a third-party service provider to perform a data enrichment process of our supply base to help identify potentially unclassified diverse suppliers we were doing business with, as well as give the procurement organization and our business partners the ability to search for new diverse supplies.	*
48	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	PPG is unique in that it is only one of two paint companies that can offer Sourcwell members a product line up through company owned locations, guaranteeing consistent products and pricing, available across the country. PPG also has a larger breath of products that we manufacture, offering value and solutions for just about every coating scenario a member would have.	*

Table 9: Warranty

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

Line Item	Question	Response *	
49	Do your warranties cover all products, parts, and labor?	PPG's standard warranties cover paint material only. In some circumstances, with proper specifications and inspections, PPG will offer material and labor warranties.	*
50	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	To qualify for a warranty, products must be applied according to all label and technical data sheet instructions.	*
51	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If there is a warranty claim, PPG's technician will perform a full inspection of the project and claim at no cost to the customer. If the claim is found to be a valid product claim, PPG will work with the customer and the applicator to reach a resolution to correct the problem.	*
52	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	PPG would be able to provide a technician in any area where the PPG product was previously sold. PPG would not provide warranty repairs; warranty repairs would need to be addressed with the applicator.	*
53	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PPG only warrants the paint materials manufactured by PPG. Should there be a warranty claim on products sold by PPG, but not manufactured by PPG, we will support the customer to address the claim with the original equipment manufacturer.	*
54	What are your proposed exchange and return programs and policies?	Standard Return Policy: Non tinted merchandise in good condition is eligible for refund/exchange with original invoice within 60 days. Tinted merchandise cannot be returned. Special Order merchandise in good condition is eligible for a 75% refund with original invoice within 60 days. The reduced refund on special order products (non- PPG manufactured products) is required to cover the fee for returning products to the original manufacturer. Qualifying returns will be made in the same form of payment as original purchase. PPG reserves the right to make large cash returns by check within 10 business days. A service fee will be charged on returned checks.	*
55	Describe any service contract options for the items included in your proposal.	PPG does provide services for the customer that include marketing and color support along with project specifications. PPG does not perform service in the form of paint application however, PPG does have an extensive list of certified paint contractors that may be recommended for any project.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	PPG's standard payment terms are net 30. PPG accepts cash and most forms of credit cards. PPG may also set up an instore charge account for credit worthy customers.
57	Describe any leasing or financing options available for use by educational or governmental entities.	PPG can set up payment terms on large purchases which may include bulk orders or equipment purchases. Terms of the financing would depend on the customer's credit worthiness and the dollar value of the purchase.
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	PPG's standard procedure is to work directly with the Sourcewell member to determine the best servicing location based on the member's needs and the local PPG representative will be the main contact for the Sourcewell member. This representative will provide immediate customer service needs, offer local technical support, as well as respond to any quote need. The local PPG representative can coordinate any samples, product literature, product quotes, etc. PPG can accept orders in a multitude of methods. These include telephone, fax, email, P.O, and if an institution is utilizing an e-catalog procurement platform; PPG can accept an order via most output transmissions. PPG can now offer more robust on-line ordering, processing, and invoicing solutions. Currently PPG offers an on- line billing and invoicing solution named eAccount that all company-operated store customers can utilize. PPG's standard transaction document is a customer invoice showing the materials purchased along with the Sourcewell pricing. PPG will also accept a PO from the ordering agency as a means of credit to establish a charge account. If there is no PO from the customer, a credit application will be requested In order to establish a charge account. In some cases, agencies have requested that PPG sign an additional terms and conditions with the agency in addition to the Sourcewell agreement.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	PPG accepts the P-Card at no additional cost to Sourcewell Members.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	PPG proposes to offer Sourcewell a fixed discount off our list price for the full line of manufactured products along with a fixed discount off list on all the sundries offered through PPG, except for spray equipment, ladders, and traffic paint. Due to the extremely competitive environment and the instability in costs; Spray Equipment, ladders and non-PPG traffic paint will be quoted by job. PPG will establish a not-to-exceed price ceiling for the standard price level. In circumstances where higher volume purchases are needed or local competition demands a more competitive price, PPG will provide the best value to the Sourcewell member to achieve the business. Discounts levels are based on the most current list price. List prices are subject to change and the Sourcewell discount will always be based on the most current price.
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	PPG offers 60% off Retail for PPG manufactured paint products and 30% off our Paint Supplies list price for all paint related sundry items, except for equipment and ladders.
62	Describe any quantity or volume discounts or rebate programs that you offer.	PPG is prepared to offer a 2% rebate to Sourcewell on total net sales, including manufactured and sundry products. Large volume price discounts may be available as requested, pricing to be determined based on products and quantities.

63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	In the current proposal we are offering our entire Manufactured Product line with more than 35,000 product codes along with our entire sundry Catalog with more than 1000 items offered. This selection will give Sourcewell members our full product assortment along with the knowledge that they are getting the best discounts on any products purchased.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All pricing includes free delivery, training, color, product assistance and assistance with proper application if requested. Only special orders may require additional delivery fees which would be addressed at the time an order is placed.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All standard deliveries utilizing the PPG Company delivery service is FREE of charge to all serviceable Sourcewell members including those based in Alaska and Hawaii. Any additional freight that may occur for special orders or unusually long distances would be discussed prior to shipping the order.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, and Canada would receive our standard delivery meaning, orders placed in the morning hours are typically delivered same day. Orders placed by noon are delivered the next business day within the standard delivery zone which the local PPG company-operated store network operates and providing goods are in stock. Non-standard orders (large quantities, far distances, etc.) requiring delivery may be placed on a common carrier and the cost associated will be passed on to the customer. Any freight cost (if needed) will be reviewed and approved with the Sourcewell member prior to shipping the order.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	PPG has a world-class Centralized Delivery Management System within our network of company-operated stores for several years. This delivery system offers FREE Delivery from PPG company-operated stores to serviceable Sourcewell members in most territories across the USA. On average, we have more than one delivery vehicle per store and each delivery vehicle is equipped with a GPS, offering a guaranteed delivery window to customers. Incoming orders are managed by our Delivery Manager and routed to the delivery drivers based on current location and most efficient delivery parameters. Orders are directed to the delivery system in real time and utilizing an integrated mapping system, drivers can redirect routes to improve efficiency.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Any Sourcewell member is assigned a National Summary Number (NSN) when opening an account with any PPG company store. The NSN is specific to Sourcewell and allows PPG to add pricing at a national level and to run sales reports based on the tracking number. If a Sourcewell member is not assigned the NSN at the time of opening an account, PPG also generates a "NEW ACCOUNT" sales report daily which list all new architectural accounts that have been opened in our stores network. This list of new accounts is matched to our current list of Sourcewell members list to identify any new potential Sourcewell customers. The accounts are matched based on the name of the member entity along with city and state. Once accounts are identified as current Sourcewell members, a sales rep is directed to identify if the customer is purchasing based on the Sourcewell contract. This allows PPG to identify any potential Sourcewell members that may not be taking advantage of the Sourcewell contract and discounts and are not tied to the Sourcewell national summary number. Every quarter the Sourcewell National Account Manager reviews the Sourcewell sales report for accuracy and to ensure we capture all members already tied to the National Summary Number (NSN) for Sourcewell.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	PPG has a proven track record identifying our Sourcewell members and growing business year over year. We review our sales data on a monthly/quarterly basis at the national level and at the region level. Our local corporate account managers conduct training monthly with different regions to review sales opportunities and declines with Sourcewell members.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	PPG will pay a 2% admin fee on all sales purchased direct by Sourcewell members along with purchases by a contractor for a member. The Sourcewell member must notify PPG in advance that the contractor is purchasing on their behalf through the Sourcewell agreement.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	PPG's proposal to Sourcewell includes our full assortment of paint products manufactured by PPG. The PPG paint products include architectural products used for typical interior and exterior commercial applications. The proposal also includes our heavier duty products which may include floor coatings, epoxies, and urethanes for more aggressive environments. Our proposal encompasses thousands of products that are used in the paint application process whether it be brushes, rollers, tape, plastic, caulk, solvents, spray cans, ladders along with spray equipment and parts.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Architectural paints and coatings Heavy Duty coatings Floor coatings and sealers Concrete and Masonry paint and sealers Traffic marking paint. Paint sundries and related items Spray equipment and Ladders

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
74	Interior and exterior paint, coatings, primers, stains, sealers, and faux finishes for any structural surfaces	<input checked="" type="radio"/> Yes <input type="radio"/> No	includes any heavy-duty coatings for aggressive environments	*
75	Related supplies and equipment complementary to 74 above, such as brushes, roller frames, roller covers, tape, sandpaper, and abrasives, plastic sheeting, caulks, caulking tools, sealants, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Includes typical paint spray equipment and special-order equipment.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sourcewell RFP 091323 Paint with Related Supplies Price List.pdf - Friday September 08, 2023 13:20:16
 - [Financial Strength and Stability](#) - Sourcewell RFP 091323 Financial Strength and Stability.pdf - Friday September 08, 2023 15:16:25
 - [Marketing Plan/Samples](#) - RFP 091323 Marketing Plan Strategy and Samples.zip - Friday September 08, 2023 17:16:57
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - RFP 091323 Paint with Related Supplies, Equipment, and Services - Warranty Info.pdf - Friday September 08, 2023 14:23:15
 - [Standard Transaction Document Samples](#) - PPG Standard transaction documents.zip - Monday September 11, 2023 14:08:41
 - [Upload Additional Document](#) - PPG Product Catalogs.zip - Monday September 11, 2023 08:38:57
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Charles Hobson, National Sales Manager, PPG Architectural Finishes, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Paint_RFP 091323 Thu August 31 2023 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Paint_RFP 091323 Fri August 25 2023 01:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Paint_RFP 091323 Tue August 1 2023 10:43 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Paint_RFP 091323 Thu July 27 2023 09:30 AM	<input checked="" type="checkbox"/>	1