



## Solicitation Number: #121219

### 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** (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires **January 15, 2024** unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Members.

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

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

- Identify the applicable Sourcwell 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)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor 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 Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell 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 Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

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

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. 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.

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the



remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

## **20. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Vendor 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.* Vendor 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). 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor 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 Vendor'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 Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

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

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor'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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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.

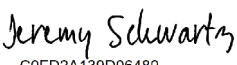
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

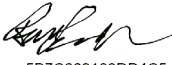
## 24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:  
By:   
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 1/13/2020 | 5:07 PM CST

PPG Architectural Finishes Inc.

DocuSigned by:  
By:   
5B7C669103DD4C5...  
Robert Schillinger  
Title: National Sales Manager  
Date: 1/22/2020 | 6:54 PM CST

Approved:

DocuSigned by:  
By:   
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 1/13/2020 | 5:45 PM CST



# RFP 121219 - Paint with Related Supplies, Equipment, and Services

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## Vendor Details

Company Name: PPG Architectural Finishes, Inc.  
Does your company conduct business under any other name? If yes, please state: PPG Paints  
Address: 400 Bertha Lamme Drive  
Cranberry Township, PA 16066  
Contact: Mary Goltz  
Email: bids@ppg.com  
Phone: 910-515-0538  
Fax: 855-292-6543  
HST#: 251612585

## Submission Details

Created On: Tuesday December 03, 2019 13:05:40  
Submitted On: Wednesday December 11, 2019 11:06:45  
Submitted By: Mary Goltz  
Email: bids@ppg.com  
Transaction #: 5e94939c-61c6-4b1c-9f53-9aa6eee493bf  
Submitter's IP Address: 104.129.206.127

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## Specifications

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PPG Architectural Finishes, Inc. DBA PPG Paints
2	Proposer Address:	400 Bertha Lamme Drive Cranberry Township, PA 16066
3	Proposer website address:	<a href="http://ppgpaints.com">http://ppgpaints.com</a>
4	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):	Robert Schillinger National Sales Manager 400 Bertha Lamme Drive Cranberry Township, PA 16066 314-346-6428 <a href="mailto:Robert.schillinger@ppg.com">Robert.schillinger@ppg.com</a>
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ed Tinney Sr. Corporate Account Manager Government, North America 5863 Brookstone Trace NW Acworth, GA 30101 770-880-6405 <a href="mailto:ed.tinney@ppg.com">ed.tinney@ppg.com</a>
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mary Goltz National Bid Manager 162 Windham Way Clayton, NC 27527 910-515-0538 <a href="mailto:bids@ppg.com">bids@ppg.com</a>

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	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 Industries' vision is to continue to be the world's leading coatings and specialty products company. Founded in 1883, the company serves customers in industrial, transportation, consumer products, and construction markets and aftermarkets. With global headquarters in Pittsburgh, Pa., PPG operates in more than 60 countries around the globe
8	Provide a detailed description of the products and services that you are offering in your proposal.	Products included for the purpose of this RFP would include Paints, Wallcoverings, Related Supplies, Equipment and Services. Paint product include an extensive list of manufactured product including Architectural Finishes, Performance Coatings and Specialty Products. Our full line of available sundries include brushes, rollers, abrasives, caulking products, masking products, safety equipment, cleaning materials, painters tools, aerosols, wallcovering adhesives, spray equipment and many more.
9	What are your company's expectations in the event of an award?	Our business with Sourcewell (then NJPA) began in 2011 with less than \$50,000 in annual sales. We have grown this membership base to approximately \$1 Million in annual sales. Our goal is to continue to promote Sourcewell as our Primary membership based program for Government and Non Porfit business with projected growth of 10-20% per year.
10	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.	See Attached
11	What is your US market share for the solutions that you are proposing?	PPG is a leading paint manufacturer in the US and globally. PPG has a #2 share position in the US and one of the only paint manufactures with the company owned distribution capabilities to serve Sourcewell members across the continental US, Hawaii and Alaska.
12	What is your Canadian market share, if any?	In addition to our strong global and US presence, including Alaska and Hawaii, PPG is the largest paint manufacturer in Canada with a #1 market share position. PPG plans to offer our fully awarded contract to any Sourcewell members in Canada.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	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?	Manufacture and distributor. PPG Architectural Coatings is a manufacturer and distributes products through a network of company owned stores and independent dealers. PPG employs sales professionals to support distribution of PPG products through both channels. PPG Dealers also employ sales professionals in some cases to support customer programs. Those 3rd party employees are supported by a network of PPG Dealer Area Managers to deliver the products and services of any program.
15	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.	PPG is licensed to do business in all states. 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.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Products for the purpose of this RFP include Paints, Related Supplies, Equipment and Services. Paint products include an extensive list of more than 35,500 manufactured products including Architectural Finishes, Performance Coatings and Specialty Products. Our full line of available sundries include brushes, rollers, abrasives, caulking products, masking products, safety equipment, cleaning materials, painters tools, aerosols, wallcovering adhesives, spray equipment and many more.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Below is a list of awards or recognitions received by PPG in 2018: <ul style="list-style-type: none"> <li>• FORTUNE® World's Most Admired Companies in its industry</li> <li>• THE WALL STREET JOURNAL® Management Top 250</li> <li>• Human Rights Campaign Foundation's CORPORATE EQUALITY INDEX®</li> <li>• #1 on Coatings World's Top 100 Companies list</li> <li>• #4 on ICIS® Chemical Business Top 100 Regional Leaders list</li> <li>• #22 on ICIS Chemical Business Top 100 Chemical Companies list</li> <li>• #177 on FORBES® America's Largest Public Companies</li> <li>• #75 on INDUSTRYWEEK® U.S. 500 list</li> <li>• #592 on Forbes Global 2000</li> <li>• #191 on the Fortune 500</li> </ul>
19	What percentage of your sales are to the governmental sector in the past three years	With total sales of 1.5 Billion, the Government segments averages 2-3% of total sales
20	What percentage of your sales are to the education sector in the past three years	Education averages 2% of total sales.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PPG has several Cooperative Contracts, GPO contracts along with state and local contracts. Some of current contracts within these categories include Med Assets, Premier, E & I, GSA, TXMAS, CMAS, Buyboard and of course, our #1 Government COOP, Sourcewell. Sales to these accounts average about \$23 MM per year.
22	List any GSA contracts 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 number GS-21F-0062U. Total sales over the last three years is approximately \$11.7MM.

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *
Boston Housing Authority	Jean Fougy	617-988-5129
Minneapolis Parks and Recreation	Mose Ouray	612-313-7770
Metropolitan Airports Commission	Fred Lane	612-726-5181
Orange County Convention Center	Mathew Batson	407-454-2532

**Table 5: Top Five Government or Education Customers**

Line Item 24. 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 *
E & I COOPERATIVE	Education	New York - NY	New/Maintenance	N/A	\$10MM annually
GSA	Government	Missouri - MO	New/Maintenance	N/A	\$5.5MM annually
Sourcewell	Government	Minnesota - MN	New/Maintenance	N/A	\$1MM annually
State of NC	Government	North Carolina - NC	New/Maintenance	N/A	\$850K annually
TXMAS	Government	Texas - TX	New/Maintenance	N/A	\$450K annually

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	Sales force.	PPG has over 950 outside sales representatives across North America working in our Company owned stores network. All of these representatives are employed by PPG with a primary focus selling architectural and high performance products along with related paint items. In addition to the outside sales force, there are more than 900 company owned stores utilized as distribution points for our products.
26	Dealer network or other distribution methods.	There are more than a 100 PPG sales representatives in the US, PR and Mexico dedicated to servicing a Dealer network with more than 4,000 locations. In addition to the PPG sales Rep, most Dealer locations employ their own sales force that would service the Sourcewell Member segments. Every state in the continental US, as well as Alaska and Hawaii are covered and supported by this team.
27	Service force.	PPG's 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 representative, 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 to oversee all aspects of the business including sales and service.
28	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 Company Stores and participating Dealers sell directly to material purchasers. The order process occurs with the Sourcewell member placing orders with their servicing location. The order is filled by the servicing location and is delivered or picked up by the customer. Outside sales representatives of PPG or participating Dealers will make calls on the members and support their coatings programs with items such as product recommendations/specifications, color matching, color tools, sundry support and general industry knowledge in support of specific member projects. 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.
29	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
30	Identify any Sourcewell Member 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 service any member of Sourcewell in the Government, Education and not for profit sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Our Sourcewell agreement applies to the continental US, Alaska, Hawaii and Canada. The only exception may be a longer delivery response time or an occasional delivery fee in markets where the Sourcewell member is located far from a PPG distributor.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	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's process for implementation our Sourcewell award requires a multi-level marketing strategy. First is our Internal Launch program. This program involves program training at both the Sales Management level and the servicing level. All PPG reps within a target market are brought together in a training classroom to review our Sourcewell program. Classroom training is followed by a day or two contacting Sourcewell members within that same market. All Get to Know You meetings are forwarded to our Regional Sales managers. 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. Detailed information is provided to every sales force member (outside representatives and servicing location managers) and made available at a moment's notice. All information is communicated electronically for all distribution channels. Second is the External Launch. Our external launch begins when our sales teams target current Sourcewell members to introduce PPG paint along with non Sourcewell customers to introduce the Sourcewell program. This information is used to make contact with Sourcewell members in order to promote the benefits of the Sourcewell coatings program.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The vast majority of 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. Program information is communicated electronically to ensure the same information is provided top all servicing locations. In addition to electronic information available to Sourcewell members, PPG has an intranet site that is set up for all national accounts such as Sourcewell. PPG sales people have access to electronically review program information, facts sheets, pricing and to print sales materials specific to Sourcewell to assist them with sales calls.
34	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?	PPG's perception and experience is that Sourcewell's role in marketing the program is to announce the awards to its members and to provide that membership list to those awarded the contract. Support / Training in helping the contract award winners navigate through the Sourcewell hierarchy / organization structure is expected until the program is up and running. Our experience with our current Sourcewell contract demonstrates that Sourcewell continually supports its vendors through numerous trade shows, Get to Know You meetings and has assisted in developing marketing flyers that we are able to use when calling on members. In addition to the items listed, Sourcewell also makes available the monthly letter for vendors and members. In addition, Sourcewell does a great job introducing vendors to other vendors, allowing us to share our member relationships.
35	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.	PPG currently offers e-procurement capabilities through two different 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, North Carolina E Procurement, SyQuest, TXSmart Buy, Los Angeles, CA eRSP System, ESM and Unimarket. Current Sales exceed \$250K annually.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	In certain territories across the USA, PPG operates paint sprayer maintenance and repair facilities. These services are available for the Sourcewell Membership to take advantage of however, due to the non-standard nature of these types of services, the fee structure will be coordinated and negotiated between the local PPG representative and the Sourcewell Member institution.
37	Describe any technological advances that your proposed products or services offer.	PPG manufactures No/Low VOC products and invented eggplant coatings to reduce the temperature of surfaces and more reflective products for painting stripes on roads which allow driver assist vehicles to better identify lanes. PPG invented user friendly new one part products to eliminate hazardous two part epoxy and urethane coatings.
38	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.	. *PPG's "Green for Green" Program: encourages the return of plastic buckets so that they may be recycled. Any 5 gallon pail (provided product is dry inside and handles are removed) can be returned to our company-operated stores in most territories and therefore receive a \$.40 per bucket credit to their account for each pail returned – details available upon request and not yet available in all areas.
39	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), emissions, VOC's or other green/sustainability factors.	Most PPG Paint products meet MPI and LEED criteria. PPG also has products that also 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. The mission of the Collaborative for High Performance Schools is to facilitate the design, construction and operation of high performance schools. PPG continues to manufacture products to meet and exceed the new VOC requirements and offers many products that have NO VOC's
40	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.	See attached Documents
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>*Product and color selection assistance</p> <p>*Product application training</p> <p>*Color communication tools including custom color cards, virtual color cards, fan decks, etc.</p> <p>*Interior/exterior preview service: offers the capability to view colors or color schemes on or in buildings or structures virtually for interior or exterior projects to aid in final color selection.</p> <p>*Product and color specification writing assistance: allows for proper coating systems required based on scope of the project as well as required color schemes. These specifications – if followed properly can be tied to a warranty on the total system applied.</p> <p>*Project/job walk reporting: When a project has been awarded and PPG products are being used, PPG can provide a pre-job walk with applicator, while application of products are in process to ensure process is going to specification, and finally post job walk while providing reporting throughout the process should a warranty be required when project is complete.</p> <p>*Maintenance Binder Program: Once a project is complete, or if PPG is taking over a business relationship from a competitor, PPG can prepare and deliver to the facility manager a binder that shows what types of products were used, where they were used along with the proper color designation.</p> <p>*PPG's "Green for Green" Program: encourages the return of plastic buckets so that they may be recycled. Any 5 gallon pail (provided product is dry inside and handles are removed) can be returned to our company-operated stores in most territories and therefore receive a \$.40 per bucket credit to their account for each pail returned – details available upon request and not yet available in all areas.</p> <p>*PPG Regional Architectural Representatives: provide the capability to provide and/or update institutional product specifications to PPG products, color specifications, as well as present continuing education unit (CEU) courses to in-house architects and design staff.</p> <p>All of the above services can be coordinated between the local PPG representative and the Sourcewell member institution should the Sourcewell member institution wish to take advantage of these additional services.</p>
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	PPG/Sourcewell Program includes the US and Canada. Due to certain Government regulations all US products are not allowed in Canada and not all Canadian products are not available in the US.

**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 *
43	Do your warranties cover all products, parts, and labor?	<p>PPG offers a limited liability warranty of one year. For more detail regarding our warranty statement, review attachment in documents section</p> <p>All products must be applied to all label and technical data sheet instructions. Should a warranty claim arise, the local PPG representative will inspect the area for free and work with the Sourcewell member institution to come up with a solution. Reapplication of products, structure damage, moisture intrusion from behind the coating, normal fade or mildew growth are not covered by the PPG limited liability warranty.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All products must be applied to all label and technical data sheet instructions
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Should a warranty claim arise, the local PPG representative will inspect the area for free and work with the Sourcewell member institution to come up with a solution. Reapplication of products, structure damage, moisture intrusion from behind the coating, normal fade or mildew growth are not covered by the PPG limited liability warranty.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	PPG does not provide repair services we provide support and assistance with replacement of materials
47	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 warrants the paint materials we manufacture and will provide support and assistance to warranty non PPG manufactured warranty items.
48	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. This is due to the special order product (non-PPG manufactured products) providers charge PPG a fee for returning products in good condition within a specific time frame. 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.
49	Describe any service contract options for the items included in your proposal.	PPG now offers for Sourcewell Members our PPG Services Program. This program offers the project owner efficiencies in better completing a project. PPG takes on the ownership for providing paint, finding a qualified contractor, overseeing the project and reporting to the project owner. Project owner will only pay one invoice at the completion of the project.



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	PPG may provide financing terms on large single purchases including equipment.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>PPG currently offers two methods for on-line procurement solutions through our company-operated store network. These are offered in both a hosted as well as punchout e-catalog formats. PPG has e-catalog experience with GSA Advantage, North Carolina E Procurement, SciQuest, TXSmart Buy, Los Angeles, CA eRSP System, ESM and Unimarket. PPG has launched several Sourcewell punchout catalogs through ESM. By implementing the SAP platform across PPG's entire United States manufacturing, distribution, and operation facilities in early July of 2015, 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.</p> <p>PPG's standard procedure is to work directly with the Sourcewell member to determine the best servicing location based on the member's needs. Initial interest from the Sourcewell member will be managed by the BDM to determine the best servicing location. Ultimately, 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. This local PPG representative is supported by a local sales manager ("RSM"), zone sales manager, as well as the BDR and BDM. As all Sourcewell members are part of the Sourcewell Corporate Account, PPG provides a National Corporate Account Customer Service Center with a toll-free number (866-298-7245) as well as general email box (ppgcorpaccts@ppg.com). The local PPG representative can coordinate any samples, product literature, product quotes, etc. however, our National Corporate Account Customer Service Center is available as an alternative option to the Sourcewell member. PPG also offers a National Technical Service Center with a toll-free number (800-441-9695) to provide additional technical assistance for the Sourcewell member as needed.</p> <p>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.</p> <p>Most orders begin being processed within one hour after receipt. Should a change order or cancellation be received after the order has begun being processed, and it is a non-tinted product, there will be no charge for the change order or cancellation. If it is a tinted product and the tint process has begun, that product will be need to be invoiced accordingly.</p> <p>Multiple PPG North American production facilities are ISO registered. The majority of the plants registered manufacture industrial related products (Aerospace, Automotive OEM, Automotive Refinish, Industrial Coatings, Packaging Coatings, Protective and Marine Coatings). Within PPG's architectural coatings business, our East Point, GA manufacturing plant in is ISO 9001:2008 certified.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We accept P-Card and there is 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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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 a combination pricing scenario to the Sourcwell membership established as a not-to-exceed level. In circumstances where higher quantity purchases are needed, projects are occurring, local competition, etc. are in place, PPG will provide the best value to the Sourcwell member in order to achieve the business. The Retail List prices noted in the documents section are our current company-operated store retail pricing structure. The pricing portfolio represented in the documents section is equal to or lower than the prior term pricing structure.
55	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 Paint Products PPG offers 30% off Retail Paint Supplies
56	Describe any quantity or volume discounts or rebate programs that you offer.	2% rebate to Sourcwell on net sales
57	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.
58	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.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, 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 Sourcwell members including those based in Alaska and Hawaii.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	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 Sourcwell member prior to shipping the order.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	PPG incorporates a Centralized Delivery Management System into our network of company-operated stores. This delivery system offers FREE Delivery from PPG company-operated stores to serviceable Sourcwell 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.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	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 *
63	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 Members 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.	<p>PPG generates a "NEW ACCOUNT" sales report on a daily bases which list all new architectural accounts that have been opened in our stores network. This list of new accounts is match 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 address. 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.</p> <p>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. Pricing files are tied to the NSN so as long as the NSN is assigned, all other metrics for the members is included.</p>
64	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.)	2%

**Table 14: Industry Specific Questions**

Line Item	Question	Response *
65	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 had great success with our current contract with Sourcwell over the past five years. PPG will continue to service our current customers as well as offer to non-members during sales calls, as a purchasing avenue to win new business.
66	Describe how your products contribute to or promote the health, quality of life and wellbeing of our members and others.	As our portfolio continues to evolve, we are evaluating our businesses and striving to achieve even more impactful, sustainable business practices. Our goals, which we aim to achieve by 2025 are to have a 32% energy reduction, 2% reduction in greenhouse gas, 6% reduction in waste disposal and 7% reduction in water usage. We know that our purpose and commitment extend beyond the boundaries of commerce. That's why we have continued to grow our partnerships in communities where we operate across the world through our Colorful Communities initiative. Nearly every week, somewhere across our global network, PPG employees and community partners bring our commitment to "Protect and Beautify the World" to life. Through the Colorful Communities initiative and other community engagement programs, we invested more than \$9 million in 2018, supporting hundreds of organizations across 28 countries. We advanced against all of our ambitious environmental goals in 2018, further shrinking our footprint and expanding our contribution to a more sustainable world. <a href="http://sustainability.ppg.com">http://sustainability.ppg.com</a>
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	PPG is very involved in sustainability at all levels. PPG produces low and zero VOC products for many end uses and also produces other coatings and glass products designed to reduce energy use and thus greenhouse emissions. PPG also manages waste within our stores by capturing all mis-tinted or unsellable paint products and selling the products to a recycling center or dispensing of materials in other environmentally safe methods.
68	Describe the extent to which your products contain recycled content or are recyclable.	*PPG's "Green for Green" Program: encourages the return of plastic buckets so that they may be recycled. Any 5 gallon pail (provided product is dry inside and handles are removed) can be returned to our company-operated stores in most territories and therefore receive a \$.40 per bucket credit to their account for each pail returned – details available upon request and not yet available in all areas.
69	Describe, in detail, any manufacturing processes or material specification related attributes that differentiate your offering from your competitors?	PPG is a leader in the paint industry offering an extensive line of products and sundries that satisfy virtually every painting scenario within a member's business model. PPG is a pioneer in the industry for developing new products that are capable of saving time and money for the customer while improving the quality of the job. PPG is one of the only paint companies capable of providing products across North America through company owned locations, guaranteeing consistent products and pricing.
70	Describe the top three market differentiators of your product offering.	<ul style="list-style-type: none"> <li>• PPG markets our Sourcwell contract as the #1 cooperative agreement for all government and non-profit business</li> <li>• Dedication to innovation and improving our customers processes and efficiencies <ul style="list-style-type: none"> <li>o Examples: PPG invest more into product innovation than any other coatings company resulting in NO VOC products, single component industrial coatings, energy saving technology in coatings.</li> </ul> </li> <li>• Our Services. PPG continuously works to find new processes and tools to make work easier for our customers. Example: Maintenance Binder Program: Once a project is complete, PPG can prepare a binder that shows the types of products used, where they were used along with the proper color designation. This makes future maintenance on the facility a much easier process.</li> </ul>

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

**Line Item 68. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No exceptions

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - RFP 121219 PPG Financial Strengths Awards.zip - Wednesday December 11, 2019 10:42:49
- [Marketing Plan/Samples](#) - RFP 121219 PPG Marketing Plan - Samples.pdf - Tuesday December 10, 2019 10:13:03
- [WMBE/MBE/SBE or Related Certificates](#) - RFP 121219 PPG WMBE-MBE-SBE or Related Certs.pdf - Tuesday December 10, 2019 10:13:17
- [Warranty Information](#) - RFP 121219 PPG warranty info.pdf - Tuesday December 10, 2019 10:13:29
- [Pricing](#) - RFP 121219 PPG Pricing .zip - Wednesday December 11, 2019 10:43:23
- [Additional Document](#) - RFP 121219 PPG Data Sheets Products.zip - Wednesday December 11, 2019 10:44:06

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - Robert Schillinger, National Sales Manager

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.