

**Solicitation Number: 092920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Graco Inc., P.O. Box 1441, Minneapolis, MN 55440 (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 government entities. Participation is open to 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.

Vendor 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 7, 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 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.** 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 Participating Entity 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 Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

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, Vendor 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.

Vendor 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 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 Participating Entity 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 Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, 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 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

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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract 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 Request Form will become an amendment to this Contract and 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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members 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. 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 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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity 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 Participating Entity 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 ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **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.** 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 Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, 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 Participating Entities, 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 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 Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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 Participating Entities 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 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell'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 Sourcewell 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, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, 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 6 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.

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. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **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 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 Participating Entities 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 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.

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), 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-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), or equivalent.

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 Professional 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 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 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 list Sourcewell and its Participating Entities, 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 and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

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 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 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

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 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 Participating Entity 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 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 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. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Graco Inc.

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 12/2/2020 | 3:41 PM CST

DocuSigned by:
John C. Tate
By: _____
EA291E104DC14DE...
John Tate
Title: Vice President Sales
Date: 1/8/2021 | 12:05 PM CST

Approved:

DocuSigned by:
Chad Coauette
By: _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 1/8/2021 | 12:14 PM CST

RFP 092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Vendor Details

Company Name: Graco Inc.
Address: 88 - 11th Avenue Northeast
Minneapolis, MN 55413
Contact: Mike Vangstad
Email: mvangstad@graco.com
Phone: 763-273-2359
Fax: 612-378-3569
HST#: 41-0285640

Submission Details

Created On: Tuesday August 11, 2020 10:43:48
Submitted On: Tuesday September 29, 2020 15:52:04
Submitted By: Paul Trembl
Email: ptrembl@graco.com
Transaction #: 9c187054-a6ff-417b-8156-3d5ce6e54fd9
Submitter's IP Address: 8.42.165.1

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Graco Inc.
2	Proposer Address:	Graco Inc. P.O. Box 1441 Minneapolis, MN 55440-1441
3	Proposer website address:	www.graco.com
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 and, in the event of award, will be expected to execute the resulting contract):	John Tate Vice President, Sales – Petroleum Management Group PO Box 1441, Minneapolis, MN 55440-1441 jtate@graco.com 612-656-7870
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paul Trembl PMG Sales Manager PO Box 1441, Minneapolis, MN 55440-1441 ptrembl@graco.com 612-656-7871
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Randy Davis PMG Sales Manager PO Box 1441, Minneapolis, MN 55440-1441 rdavis@graco.com 470-215-9721 Gabe Elmhurst Sr. Global Market Specialist PO Box 1441, Minneapolis, MN 55440-1441 gelmhurst@graco.com 651-600-7957

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.	Graco manufactures and markets premium equipment to move, measure, control, dispense and spray a wide variety of fluid and powder materials. Our 3,500 employees serve thousands of customers in more than 100 countries; and, in 2019 we had net sales surpassing \$1.6 billion. We base our success on Graco's unwavering commitment to technical excellence, world-class manufacturing and A+ customer service. To that end, we work closely with specialized distributors and offer products that set high-quality standards in a broad range of fluid handling applications including lubrication equipment. Additionally, Graco's ongoing investments in fluid management and controls continue to provide innovative solutions to a diverse global market. We have our headquarters in Minneapolis, Minnesota, and employ approximately 3,500 people worldwide.

8	What are your company's expectations in the event of an award?	<p>If Graco is fortunate enough to be awarded this contract, we see it as a way to improve the experience for our end-user. With the ability to receive competitive pricing through a world class distribution channel, we can focus on providing the customer Graco's A+ Service which is our promise to only deliver top-shelf (A+) service to every customer, every time. The A+ ideal grew from our founders' Midwestern work ethic and the company's belief that we're here to serve our customers first.</p> <p>A+ Service also represents a promise made by Graco employees that all of our interactions are guided by a mindset of integrity and a customer service view that's centered on collaboration and partnerships, not transactions.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Graco Inc. is a Minnesota-based, U.S. mid-cap company that is traded on the NYSE (GGG). Our relevant financial documents can be found at https://investors.graco.com/.</p> <p>Attached: 1. Graco Annual Report 2019</p>	*
10	What is your US market share for the solutions that you are proposing?	Graco is considered an industry leader with consistent growth in the public sector through our distribution partners. This can be contributed to new product development, quality expectations, and domestic production.	*
11	What is your Canadian market share for the solutions that you are proposing?	Graco is considered an industry leader with consistent growth in the public sector through our distribution partners. This can be contributed to new product development, quality expectations, and domestic production.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Graco manufactures and markets premium equipment to move, measure, control, dispense and spray a wide variety of fluid and powder materials. We employ approximately 3,500 people worldwide and serve thousands of customers in over 100 countries. These global sales are achieved with 80% of the production based in the United States.</p> <p>The Lubrication Equipment Division based in Anoka, MN has a North American Sales Team of more than 50 people that work closely with over 500 distributors to provide fast and quality service to our customers.</p>	*
14	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>In addition to ISO 9001 and ISO 14001, many of Graco products include various certifications or agency approvals. For example: FM, UL, ETL, ATEX. To find the details on specific approvals and certifications such as ATEX, see the identification tag found on the product, or in the product operation instruction manual.</p> <p>For products that are CE marked, a Declaration of Conformity is included with the product that details the different standards the product meets. If you need to find this information, contact Graco Technical Assistance.</p> <p>Attached: 2. ISO_9001-CERT.pdf Attached: 3. ISO14001-CERT.pdf</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We are not aware of any suspension or debarment in Graco's Lubrication Equipment Division	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Fortune magazine has named Graco a Great Place to Work in Manufacturing—a testimony to our committed employees and a culture that rewards innovation and quality.	*
17	What percentage of your sales are to the governmental sector in the past three years	Graco Lubrication Division sells to its end users through a robust network of trained distributors. We do not collect and our distributors do not provide us information related to which industrial sector they have sold our products.	*
18	What percentage of your sales are to the education sector in the past three years	Graco Lubrication Division sells to its end users through a robust network of trained distributors. We do not collect and our distributors do not provide us information related to which industrial sector they have sold our products.	*
19	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?	We are not aware of any applicable purchasing contracts, since we sell through our network of distributors.	*
20	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?	We are not aware of any such contracts, since we sell through our network of distributors.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New Jersey Turnpike Authority	Dale Jones Facilities & Equipment Director	732-750-5300 x8645	*
City of Apple Valley	Jeff Reitin	952-953-2400	*
Minnesota Department of Transportation	Tony Bowe	218-755-6567	*

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
City of Madison	Government	Wisconsin - WI	Pumps, reels, and Fluid Management for the dispensing of bulk lubricants	\$175,000+	\$175,000+	*
City of Minneapolis	Government	Wisconsin - WI	Pumps, reels, and Fluid Management for the dispensing of bulk lubricants	\$50,000+	\$200,000+	*
New Jersey / Garden State Turnpike	Government	New Jersey - NJ	Pumps, reels, and Fluid Management for the dispensing of bulk lubricants	\$100,000+	\$500,000+	*
Ohio DOT	Government	Ohio - OH	Pumps, reels, and Fluid Management for the dispensing of bulk lubricants	\$50,000+	\$400,000+	*
Illinois Tollway	Government	Illinois - IL	Pumps, reels, and Fluid Management for the dispensing of bulk lubricants	\$50,000_	\$250,000	*

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 *
23	Sales force.	Graco's Lubrication Equipment Division has a global salesforce which includes over 50 people in North America. While some employees are industry/application focused, the majority of our sales team is split into territories to provide the best experience for our customers
24	Dealer network or other distribution methods.	Graco sells and services our products through a market leading distribution network. This consists of over 500 Lubrication Equipment Distributors in North America. Locate a Distributor: https://www.graco.com/us/en/vehicle-service/how-to-buy/where-to-buy.html
25	Service force.	In addition to the trained distribution network, Graco has a Technical Assistance line (800-533-9655) to assist end-users. This combined with on-line training, product manuals, and part availability (96% in-stock service level) makes it easy to service Graco equipment when necessary.
26	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.	Graco has on-site customer and technical service to support our distribution partners and end-users. You'll see A+ Service in action when you contact any of our support services options no matter where you are in the world. We'll listen to your situation and work methodically to resolve it as quickly as we can. A+ Service team member performance, in fact, is in part measured by how fast they can address customer issues. We strive for A+ Service to every customer, every time.
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With a strategically located sales force and distribution network, Graco is well suited to sell and service our products anywhere in the United States.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With a strategically located sales force and distribution network, Graco is well suited to sell and service our products anywhere in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not Applicable. Graco is set-up to serve all geographic areas of the United States and Canada.
30	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?	Not Applicable. Graco is set-up to service all participating sectors in the United States and Canada.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not Applicable. Hawaii, Alaska, and US Territories receive the same terms as the continental United States.

Table 7: Marketing Plan

Line Item	Question	Response *

32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Graco, a recognized industry leader, designs, delivers and supports innovative lubrication and fluid solutions that simplify everyday tasks and improve productivity for forward-thinking workers and businesses around the world. Graco invests heavily in R&D of innovative new products and solutions, but also invests in marketing platforms such as Marketo Marketing Automation, Salesforce CRM, the Oracle operating system, Adobe Experience Manager and the Enterworks PIM tool. We will leverage this broad portfolio of marketing tools to execute the extensive marketing strategy laid out below that will include, but not be limited to, the following key initiatives to be implemented once we are granted the RFP 092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services contract.</p> <p>1) Press Release Graco will proudly announce and promote the awarded contract with a corporate press release (to be approved by Sourcewell). This release will be shared with appropriate publications and contacts.</p> <p>2) Website and Vanity URL (www.graco.com/sourcewell) Graco will build a dedicated page promoting the partnership with Sourcewell and awarded contract information. This page will include, but not be limited to, the embedded "The Sourcewell Advantage" video, Sourcewell awarded contract logo/image, contact information, Sourcewell marketing material and links back to the Sourcewell website vendor page. Graco will ensure this page is easily accessible with the vanity URL www.graco.com/sourcewell and will share the link through other key initiatives.</p> <p>3) Sales Team Communication Graco will communicate the awarded contract information and Sourcewell partnership details with our North American sales team (50+). This communication will include, but not be limited to, the following information:</p> <ul style="list-style-type: none"> a. Digital Kit <ul style="list-style-type: none"> i. Logo ii. Digital Links: <ul style="list-style-type: none"> 1. www.graco.com/sourcewell 2. Sourcewell Vendor Landing Page 3. Sourcewell Marketing Materials 4. "The Sourcewell Advantage" Video iii. Consistent Messaging of Our Awarded Contract iv. Dedicated Sales Book folder (Referenced under Technology) <p>4) Distributor Communication Graco will communicate with our distribution channel (500+) the awarded contract information and Sourcewell partnership details. This communication will include, but not be limited to, the following information:</p> <ul style="list-style-type: none"> a. Digital Kit: <ul style="list-style-type: none"> i. Logo ii. Links: <ul style="list-style-type: none"> 1. www.graco.com/sourcewell 2. Sourcewell Vendor Landing Page 3. Sourcewell Marketing Materials 4. "The Sourcewell Advantage" Video iii. Consistent Messaging of Our Awarded Contract iv. Dedicated Sales Book Folder (Referenced under Technology) <p>5) Social Graco will promote the Sourcewell partnership and awarded contract on all social channels through organic social campaigns (LinkedIn, Facebook, Twitter). Graco will also cross-promote the Sourcewell brand in these posts by tagging the appropriate Sourcewell channel/page and use of key hashtags.</p> <p>6) Trade Show Graco exhibits at several shows a year. When applicable, Graco will promote the Sourcewell partnership and awarded contract with booth signage provided by Sourcewell. Graco will also utilize the relationship with our distribution channel (2,000+) and provide our channel with a packet of information including materials provided by Sourcewell for promoting the awarded contract.</p> <p>7) Email Campaign and Nurture Program <ul style="list-style-type: none"> a. Graco will use our Marketo Marketing Automation tool to implement an email campaign and nurture program. Graco will develop a program to send periodic email notifications, communications and other resources to our current list of municipal contacts. <ul style="list-style-type: none"> i. If made available, Graco will also use Sourcewell provided contacts. </p> <p>8) Co-branded Flyer Graco will develop a professional co-branded flyer promoting the partnership and awarded contract that will be shared throughout our key initiatives.</p> <p>9) Written Testimonial Once identified, Graco will produce a written testimonial for an installed Sourcewell contracted location and will submit it to Sourcewell for consideration in "The Source."</p> <p>10) Industry Article Graco will produce an industry article that will be provided to Sourcewell for their use.</p> <p>11) Dedicated Graco Marketing Resource Graco will identify a dedicated marketing resource for the implementation of this marketing strategy.</p> <p>Attached: 4. Marketing Tools and Resources</p>
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Graco invests heavily in digital marketing platforms that allow us to develop and deliver appropriate content to the customer when it's needed. These platforms include Marketo Marketing Automation, Salesforce CRM (Customer Relationship Management), Adobe Experience Manager CMS (Content Management System), Enterworks Enable PIM (product information management), Google Analytics and Advertising, BrightEdge organic search keyword ranking data, Bazaarvoice for product ratings and reviews, BrightCove video hosting, the Graco Sales Book mobile app, Graco University, Graco Gear, partner portal enterprise software and social media. At Graco, we take pride in delivering tools and solutions that help you succeed every day. Like any project, the work is never truly finished. From continuous R&D to A+ Customer Service, we're always looking for new ways to bring you value.</p> <p>1) Graco.com, built in Adobe Experience Manager (AEM), gives you and your customers an intuitive, next-generation web experience – making it easy to find relevant products, services and solutions. Graco has developed a content strategy to build awareness and drive demand for our products, providing you with quality leads to grow your business. Graco.com is optimized with keywords and metadata to improve performance in search engines and increase discoverability online.</p> <p>2) Graco's Lubrication Equipment Division manages four social media platforms. To stay engaged and relevant, we have developed a cadence of 4–5 posts per week on LinkedIn, Facebook and Twitter, while cross-promoting on our YouTube channel for each. We drive and encourage employee advocacy and channel and partner engagement, and we engage with influencers. We promote and share engaging content such as educational tips and tricks, new product launch information, upcoming events, Graco history, and unique solutions and installations.</p> <ul style="list-style-type: none"> - LinkedIn: linkedin.com/showcase/gracolube - Facebook: facebook.com/gracolube - YouTube: youtube.com/gracolubricationequipment - Twitter: twitter.com/gracolube <p>3) Salesforce CRM allows Graco to maintain a 360-degree view of our customers to drive timely and relevant interactions. Salesforce is integrated into several other digital platforms to give us a holistic view of our business. It allows us to analyze the success of campaigns and programs, as well as monitor customer service inquiries to optimize issue resolution for a better customer experience. Graco has also integrated Qualtrics to measure customer satisfaction with sales and service interactions.</p> <p>4) The Marketo Marketing Automation platform allows Graco to communicate with distributors and end users and will automate and measure marketing engagement, tasks and workflows. With Marketo, we can track an anonymous lead to a known contact and nurture that contact from the awareness phase to the purchase phase with more targeted and relevant information throughout the purchase cycle.</p> <p>5) Enterworks Enable is Graco's product information management (PIM) database that houses trusted product content for consistent, accurate product information. Graco's PIM solution aligns business users and several digital platforms with a consistent product message and data. The PIM database feeds Graco.com, so the most up-to-date information is shown.</p> <p>6) Graco Sales Book is an innovative mobile application, designed to give distributors access to Graco product information including brochures, manuals, videos and training documents on their mobile device or desktop. Download the Graco Sales Book app on your mobile device or visit salesbook.graco.com.</p> <p>7) Google Analytics and Adwords are two platforms we use to analyze our digital content success and website user experience and to drive awareness and leads.</p> <p>8) Brightcove is our video hosting, publishing and sharing platform. This platform enables us to deliver high-quality video content to many digital platforms globally.</p> <p>9) GracoGear.com is our one-stop shop for branded merchandise. Customers can order shirts, hats, banners and more whenever they need and can even add their logo to the products.</p> <p>10) Graco University, our online product training platform, offers a robust catalog of course options that leverage PDFs, videos, animations and presentations to accommodate multiple learning styles. Student progress is easily measured through quick quizzes and feedback surveys. Graco University is free to register and open to the public; therefore, Sourcewell customers can access 24/7. We currently have over 20,000 users today and 1,600+ courses. Visit gracouniversity.litmos.com to learn more.</p> <p>11) Graco Partner Portal is an e-procurement site that provides Graco distributors secure online access to Graco information. Through the Partner Portal, our distribution partners can research products, download relevant content, place orders at their convenience, and view pricing, product availability, order status and order tracking information. They can also download invoices and statements, submit and view warranty claims, order Graco literature and much more.</p> <p>12) BazaarVoice is a platform we use to manage questions, product ratings and reviews from Graco.com.</p> <p>13) BrightEdge is a search engine optimization (SEO) tool we use to monitor weekly ranking performance of keywords across many popular search engines, such as Google. We use this data to inform and prioritize our content efforts, including writing new content and improving existing content.</p>
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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?	<p>We're strategic about who is allowed to represent the Graco brand in the marketplace. It's important that our distribution partners' goals align with those of Graco and our customers. With our A+ Customer Service initiative, Graco promises to deliver superior service to our customers – wherever they are and whatever they need. Below are key initiatives that will be integrated into our sales process:</p> <p>1) Sales Team Communication Graco will communicate with our North American sales team (50+) the awarded contract information and Sourcewell partnership details. This communication will include, but not be limited to, the following information:</p> <p>a. Digital Kit</p> <p>i. Logo</p> <p>ii. Digital Links:</p> <ol style="list-style-type: none"> 1. www.graco.com/sourcewell 2. Sourcewell Vendor Landing Page 3. Sourcewell Marketing Materials 4. "The Sourcewell Advantage" Video <p>iii. Consistent Messaging of Our Awarded Contract</p> <p>iv. Dedicated Sales Book Folder (Referenced under Technology)</p> <p>2) Distributor Communication Graco will communicate with our distribution channel (2,000+) the awarded contract information and Sourcewell partnership details. This communication will include, but not be limited to, the following information:</p> <p>a. Digital Kit:</p> <p>i. Logo</p> <p>ii. Links:</p> <ol style="list-style-type: none"> 1. www.graco.com/sourcewell 2. Sourcewell Vendor Landing Page 3. Sourcewell Marketing Materials 4. "The Sourcewell Advantage" Video <p>iii. Consistent Messaging of Our Awarded Contract</p> <p>iv. Dedicated Sales Book Folder (Referenced under Technology)</p> <p>3) Social Graco will promote the Sourcewell partnership and awarded contract on all social channels through organic social campaigns (LinkedIn, Facebook, Twitter). Graco will also cross-promote the Sourcewell brand in these posts by tagging the appropriate Sourcewell channel/page and use of key hashtags.</p> <p>4) Trade Show Graco exhibits at several shows a year. When applicable, Graco will promote the Sourcewell partnership and awarded contract with booth signage provided by Sourcewell. Graco will also promote the relationship with our distribution channel (500+) and provide our channel with a packet of information including information on materials provided by Sourcewell for promoting the awarded contract.</p> <p>5) Email Campaign and Nurture Program</p> <p>a. Graco will use our Marketo Marketing Automation tool to implement an email campaign and nurture program. Graco will develop a program to send periodic email notifications, communications and other resources to our current list of municipal contacts.</p> <p>i. If made available, Graco will also use Sourcewell-provided contacts.</p> <p>6) Co-branded Flyer Graco will develop a professional co-branded flyer promoting the partnership and awarded contract that will be shared throughout our key initiatives. Graco would ask that Sourcewell share our awarded contract with their list of contacts, or share their list of contacts with Graco so we can communicate the news via mail or digitally. Graco would invite Sourcewell to participate in a LinkedIn and Facebook live discussion about the awarded contract and partnership. Graco would also invite Sourcewell to a live or prerecorded webinar to discuss the partnership and awarded contract.</p>
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.	<p>Since the Sourcewell sale is going through our distribution channel, Sourcewell clients will not have direct access to our e-procurement site (Graco Partner Portal). However, our distribution partners placing orders on behalf of Sourcewell have access to Graco Partner Portal and can place orders there. Graco Partner Portal provides Graco distributors secure online access to Graco information. Through the Partner Portal, our distribution partners can research products, download relevant content, place orders at their convenience, and view pricing, product availability, order status and order tracking information. They can also download invoices and statements, submit and view warranty claims, order Graco literature and much more.</p> <p>Graco's entire product line is available through Graco.com, where customers can access manuals, brochures, product specifications and information, FAQs, and our complete product buyer's guides. Additionally, some of our distribution partners have online stores from which Sourcewell customers can purchase directly.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	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.	Graco University is a free tool available to our customers and offers a robust catalog of online course options, which leverage PDFs, videos, animations and presentations to accommodate multiple learning styles. Student progress is easily measured through quick quizzes and feedback surveys. On-site training is also available through our distribution channel.	*
37	Describe any technological advances that your proposed products or services offer.	<p>For Graco's global customers, our focus on innovation results in products and equipment that lead the industry with technologically-advanced features, pioneering design, high performance and unparalleled reliability. In short, innovation is how you get better products. Over the last two years, Graco has launched the following Lubrication Products to the Marketplace delivering value of our customers.</p> <p>Pulse™ Fluid Management System This wireless fluid management system for vehicle service provides forward-thinking service operations with the insight, control and analytics needed to simplify decisions and drive profitability in the age of the seamlessly-connected shop.</p> <p>EM Series™ Electronic Meters These electronic manual meters for vehicle service feature a robust design at an affordable price with weather-rated and impact-resistant construction to withstand the harshest shop conditions.</p> <p>Yellow Iron Kits and Selector Tool The selector tool allows users of construction, earth moving or agricultural equipment to select their equipment specifications to find an all-inclusive pump and valve kit package that fits their equipment needs.</p> <p>Pulse® FC Fluid Control System The Pulse system's new architecture for controlling fluids provides vehicle service operations with accuracy and control to automate and regulate fluid dispenses for optimal accountability and profitability.</p> <p>G-MINI The pump simplifies everyday maintenance, extends equipment life cycles and optimizes uptime, boosting productivity and profitability. Its IP69K design is rugged and tough, built to withstand the harshest environments and the 24/7 rigors of any job.</p> <p>GLC™ X Automatic Lubrication Controller and Auto Lube™ App This universal controller and app combination simplifies automatic lubrication tasks so equipment operators, technicians and managers can make informed decisions to drive productivity. The controller is Bluetooth enabled so users can use the first-of-its-kind app to monitor a wide range of metrics including levels, pressure and configurations.</p> <p>Attached: 5. LED Pulse Fluid Management Release Attached: 6. LED GLC X Press Release 20191213 FINAL.pdf</p>	*

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.	<p>We make environmental sustainability a priority – and it makes good business sense. We only have one world, and we need to take good care of it to sustain the future of our business. That is why we are committed to making our products and operations sustainable.</p> <p>Our environmental policy is straightforward: We strive to follow all applicable environmental laws and make improvements that make sense for the future of our business and the communities where we work. We are committed to being a good corporate citizen in all communities worldwide where we have business activities. As part of this commitment, we strive to manage our business in a way that conserves natural resources and protects the environment.</p> <p>Graco's Lubrication Equipment Factory is certified to ISO14001, the environmental management system standard. This certification is a result of our emphasis on quality management and environmental performance, as well as the hard work and diligence of individuals across Graco.</p> <p>Factory Highlihgts</p> <ul style="list-style-type: none"> - Graco recycles metal, wood, cardboard, paper, plastics, machining fluid, oil, anti-freeze, glass bottles and aluminum cans. In 2017, Graco recycled 10.5 million pounds of metal, resulting in more than 12 million kilowatt hours of electricity saved. We also recycled a projected 1.8 million pounds of cardboard, the equivalent of more than 15,000 trees. - We leverage our own Graco PD2K paint proportioning system in our production painting operations. The PD2K system reduces the quantity of solvent required to complete effective flushing of the coating lines during color change over, reducing solvent consumption and waste while maintaining a high-quality coating application. - We also use our own coating application equipment to minimize emissions of volatile organic compounds (VOCs) and other pollutants to the atmosphere. Our ProBell rotary atomizer increases transfer efficiency in liquid coating applications, reducing the quantity of coating required for a quality finish and producing a corresponding reduction of VOC and particulate emissions. We also use an electrostatic powder coating application system by Gema, a Graco company, in our Minneapolis Riverside factory, where many of our products are painted. Using this system, we deliver transfer efficiencies as high as 95 percent. In addition, the powder coatings do not contain VOCs and the emissions from our corresponding HEPA (high-efficiency particulate air) filtration system are actually vented indoors and improve indoor air quality.
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), or other green/sustainability factors.	<p>Graco has designed products that help our end users reduce their environmental footprint.</p> <ul style="list-style-type: none"> - Graco produces specialized vapor abrasive blasting systems for coating removal and surface preparation. By adding a small amount of water during the process, EcoQuip's vapor abrasive blast equipment has been proven through testing to eliminate up to 92 percent of airborne dust and particles produced in typical dry-blasting applications. - Graco's spray foam equipment assists property owners in reducing energy usage for heating and cooling while our plural-component spray equipment reduces material waste since there is less mixed material at any given time. Compared to manual mixing, plural-component equipment also reduces the amount of solvent required for flushing mixed materials from lines. - Graco's hot-melt adhesive delivery systems reduce the amount of glue used for case and carton sealing. - Graco's electrostatic spray guns help users reduce paint and solvent usage, thereby reducing associated air emissions and our fine-finish, low-pressure spray tips for paint sprayers require less pressure, which reduces paint overspray, consumption and associated air emissions. - Graco's line-stripping systems also require less pressure and generate more accurate lines, reducing the use of road and parking lot paint and reducing associated air emissions over air-spray systems. - Graco has developed remote monitoring and control capabilities for both in-plant and mobile equipment that allows users to better manage their equipment for reduced material waste, lower energy operation and reduced scrap. <p>Graco's Products are used globally in the following industries focused on environmentally friendly products.</p> <ul style="list-style-type: none"> - Wind Turbines - Solar Panel - Insulating Glass Manufacturing - Battery Production for Electric Vehicles

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.	Not applicable because we are a publicly traded company on the NYSE (GGG). Our relevant corporate documents can be found at https://investors.graco.com/ .	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Since Graco was founded in Minnesota in 1926, we've built and grown the company on a strong foundation of values that continue to define and guide everything we do for all of our stakeholders today. You could even say that these timeless values are the "brick and mortar" of Graco.</p> <p>Moreover, with approximately 3,500 worldwide employees, each of us has a part to play in demonstrating these values every day.</p> <p>Graco's core values directly benefit our customers, employees, shareholders and communities:</p> <ul style="list-style-type: none"> - Quality (<1% Warranty Costs) - Continuous Improvement - Fact-based Decision Making - Results Driven (96+% in stock service levels) - Customer Focus (Orders in by noon, ship same day) <p>The result of these values is our promise to you, our customer: We are committed to delivering innovation, quality and A+ Service.</p>	*

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 *	
42	Do your warranties cover all products, parts, and labor?	Graco offers a standard warranty and for many of the products offered to Sourcewell members, an extended warranty. Attached: 7. Graco LED Standard and Extended Warranty	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Graco offers a standard warranty and for many of the products offered to Sourcewell members, an extended warranty. Attached: 7. Graco LED Standard and Extended Warranty	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If warranty services must be performed on site, authorized Graco distributors may claim labor and travel expenses.	*
45	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?	Not Applicable. Graco is set-up to serve all geographic areas of the United States and Canada.	*
46	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?	Graco warrants all equipment manufactured by Graco and bearing its name to be free from defects in material and workmanship on the date of sale by an authorized Graco distributor to the original purchaser for use.	*
47	What are your proposed exchange and return programs and policies?	Graco returns and exchanges are managed through the Graco Distribution Network.	*
48	Describe any service contract options for the items included in your proposal.	While Graco does not offer service contract options, they may be available through our distribution partner.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Not Applicable as purchases are made through distribution channel.
50	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?	While Graco does not offer financing options, they may be available through our distribution partner.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell 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 Sourcwell participating entities' purchase orders.	When a customer orders product on the Sourcwell Contract, it can be self-reported by the customer and/or distributor. To simplify this process, Graco will have a reporting link on the Graco Sourcwell website as well as our Distributor Portal.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Not Applicable as purchases are made through distribution channel.

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 *
53	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.	Graco products are categorized by Family Codes with US List and CAN List Prices. Attached: 9. 2021 List Price File.xlsx Attached: 10. PMG Buyer's Guide 303245EN-AH.pdf
54	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.	5% off List Price - Automatic Lubrication Products 7.5% off List Price - Fluid Management Products 10% off List Price - Pumps, Reels, Meters, Accessories
55	Describe any quantity or volume discounts or rebate programs that you offer.	Additional discounts may be available through the Graco Distribution partners for large projects
56	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.	Not Applicable. Graco is a manufacturer and including it's products in this proposal. 'Open Market' items can be sourced through a Graco Distributor.
57	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.	Installation services are available through our distribution channel.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Graco provides free freight to distributors on orders larger than \$2,500. Freight is managed between the distribution partner and participating entity.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Graco provides free freight to distributors on orders larger than \$2,500. Freight is managed between the distribution partner and participating entity.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	With over 500 distributors throughout North America, inventory is available for quick response time.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	With all Graco purchases going through our distribution channel the Sourcwell program would be unique as it offers a ceiling price to customers between 5 and 10% BELOW list price.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Graco will provide Sales and Distribution Training to make channel partners aware of the contract and benefits of sourcwell. Projects will be tracked through pipeline management and during regular business meetings with distribution partners. Sourcwell project submissions will be monitored with sales activity.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.5% of Net Sales

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Graco Lubrication Equipment is submitting equipment for the pumping, dispensing, metering, and controlling of bulk lubricants, DEF, and Grease
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>B. Mobile fuel, fluid, and gas storage solutions: Graco offers on-board automatic lubrication products that store and dispense lubricants on a vehicle automatically. This produces a more reliable application while saving time and money</p> <p>C. Hardware related to above ground storage...: Graco pumps, hose reels, and dispense guns are used in Government, Education, and Non-Profit facilities to move and measure bulk lubricants, DEF, and grease from the above ground tank to the vehicles in for service</p> <p>D. Fuel and Fluid Management..." Graco's PULSE Pro System is an advanced fluid management system the allows a service facility to monitor and control their service fluid by technician and/or work-orders. This system is also certified to integrate with AssetWorks and other Management Systems to make sure every drop of oil used is accounted for.</p>

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	
66	Aboveground fuel and fluid storage tanks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Available through our distribution channel	*
67	Fuel and fluid hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	Automatic Lubrication, Pumps, Reels, Dispensers, Used Oil	*
68	Fuel and fluid management software	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pulse Pro - HUB, TLM, PAC, and Dispense Meters	*
69	Installation, testing, maintenance or repair services	<input type="radio"/> Yes <input checked="" type="radio"/> No	Available through our distribution channel	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
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.	If Graco is fortunate enough to be awarded this contract, we would request a reoccurring review with the Sourcwell Team to review: sales, marketing opportunities, and upcoming projects. Continued sales growth would be expected throughout the contract.	*
71	Describe the security systems in place for protecting and controlling access to your solutions.	Graco's Pulse Pro System was launched in 2018 incorporating many new security features. The system is local to the customer's network and password protected to provide additional security.	*
72	Describe how you will secure any participating entities' data captured during transactions.	Graco's Pulse Pro System is local to the customer's network which also keeps the data captured on the customer's network.	*
73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	Graco's Pulse Pro Systems allows the customer to monitor and control their oil dispenses by technician, work-order, and vehicle numbers. The ability to integrate with Asset-Works and other management software (via API) creates an efficient transfer of data in real-time when oil is being dispensed on the service floor.	*
74	Describe how you work with participating entities to ensure environmental best practices are followed.	Many of the Graco solutions are designed to provide environmental benefits. Some examples are: Automatic Lubrication - Prevents over dispensing with a precise scheduled dispense Pre-Set Meters - Automatically Shut-off a dispense gun when a volume is achieved PULSE PAC - Turns off the air to an oil pump minimizing the risk of an oil spill in the event of a line failure	*
75	Describe how your organization meets all relevant environmental regulations.	Our factory in Anoka, Minnesota is certified to ISO14001, the environmental management system standard. This certification is a result of our emphasis on quality management and environmental performance, as well as the hard work and diligence of individuals across Graco.	*
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	We are not aware of any regulatory infractions or sactions against our products in Graco's Lubrication Equipment Division	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - 1. Graco Annual Report 2019.pdf - Monday September 28, 2020 23:09:38
 - [Marketing Plan/Samples](#) - 4,5,6 Marketing and Press Releases.zip - Monday September 28, 2020 23:21:17
 - [WMBE/MBE/SBE or Related Certificates](#) - 2.3 Certs.zip - Monday September 28, 2020 23:14:30
 - [Warranty Information](#) - 7. Graco LED Standard and Extended Warranty.pdf - Monday September 28, 2020 23:12:18
 - [Pricing](#) - 8,9,10 Pricing.zip - Monday September 28, 2020 23:17:50
 - Additional Document (optional)

Bid Number: RFP 092920

Vendor Name: Graco Inc.

Proposer's Affidavit

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:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. 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. - Paul Treml, PMG Sales Manager, Graco

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Aboveground_Fuel_Storage_RFP092920 Tue September 22 2020 08:27 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Aboveground_Fuel_Storage_RFP092920 Tue September 15 2020 08:27 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Aboveground_Fuel_Storage_RFP092920 Mon September 14 2020 08:00 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Aboveground_Fuel_Storage_RFP092920 Tue September 8 2020 04:11 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Aboveground_Fuel_Storage_RFP092920 Tue September 1 2020 02:10 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 03:01 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 01:44 PM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT # 092920-GRC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Graco, Inc.** (Vendor).

Sourcewell awarded a contract to the Vendor to provide Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to Sourcewell and its Participating Entities, effective January 8, 2021, through December 7, 2024 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 20. Insurance–Subsection A. Requirements– Item 6. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 6/11/2024 | 5:48 PM CDT

Graco, Inc.

DocuSigned by:
By: Paul Trembl
CC6AE2E7EF654CA...
Paul Trembl

Title: Vice President of Sales, North America

Date: 6/11/2024 | 2:43 PM CDT