

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – May 25, 2021**

PROCUREMENT SOLICITATION PB 21-491-PB-JW Paint with Related Supplies, Equipment and Services

| | | |
|--|--|---|
| <input type="checkbox"/> (ITB) Invitation To Bid | <input type="checkbox"/> (ITN) Invitation To Negotiate | <input checked="" type="checkbox"/> (PB) Piggyback |
| <input type="checkbox"/> (RFP) Request For Proposal | <input type="checkbox"/> (RFQ) Request For Qualifications | <input type="checkbox"/> (SC) State Contract |
| <input type="checkbox"/> (SS) Sole Source | | |

REQUESTOR: Plant Operations and Maintenance **Legal Review Required:** Yes No
Standard Template Used with No Changes: Yes No
Standard Template: Piggyback

| VENDOR NAME | AMOUNT AWARDED | REQUIRED PRODUCTS/SERVICES |
|------------------------------|----------------|--|
| The Sherwin Williams Company | \$320,000.00 | Paint with Related Supplies, Equipment and Services |
| Four (4) year Total | \$320,000.00 | |

| | | |
|---|---------------------------------|---------------------|
| <input type="checkbox"/> Contract Renewal | New Contract Amount | \$320,000.00 |
| <input type="checkbox"/> Recurring Contract | Previous Contract Amount | \$400,000.00 |
| <input checked="" type="checkbox"/> New Contract | Variance | -\$80,000.00 |

PRICE INCREASE / DECREASE EXPLANATION: The variance is because the contract term length has been reduced from five (5) years to four (4) years.

DISCUSSION:

From time to time the School Board of Brevard County Maintenance Department has a need to purchase paint with related painting supplies, and equipment that the Maintenance Department will use to interior and exterior surface of District facilities and schools.

State Board of Education Rule 6A-1.012(6) allows school districts to make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

Pricing is based on Sourcewell RFP #121219-SHW.

The standard piggyback agreement template has been used with modifications relating to the Jessica Lunsford Act approved by Legal Services on April 22, 2021.

CONTRACT TERM:

The initial contract term shall commence May 26, 2021 and continue until January 15, 2024 with an option of extending up to one (1) additional one-year period.

RECOMMENDATION:

It is the recommendation of Susan Hann, P.E., Assistant Superintendent of Facilities Services and James Ross, Director of Plant Operations and Maintenance to approve the attached agreement with The Sherwin Williams Company in the amount of \$320,000.00.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (6)

School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark W. Mullins, Ed.D., Superintendent



ORIGINAL

April 21, 2021

Mr. Kevin McCoy
The Sherwin Williams Company
101 Prospect Avenue NW, 1710 Midland
Cleveland, OH 44115

kevin.j.mccoy@sherwin.com

Subject: Request to Utilize Solicitation
RFP Sourcewell, 121219-SHW, Paint with Related Supplies, Equipment, and Services

Dear Mr. McCoy:

State Board of Education Rule 6A-1.012(6) allows school districts to make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

With your permission, we would like to utilize above-mentioned solicitation that was awarded to your firm by Sourcewell. The terms, conditions, and prices awarded in such contract shall remain the same except as adjusted in **Attachment "A"**. The term of this agreement shall be from May 26, 2021 through January 15, 2024 with an option of an extended one additional one-year renewal period.

If you agree to the School Board's request to utilize the solicitation that was awarded to your company, please sign below electronically and send to the email listed below. You will be notified after the School Board's approval.

Please contact Jennifer Wells at 321-633-1000, ext. 11106 or by email at wells.jennifer@Brevardschools.org if you should have any questions. Thank you for your attention to this matter, and we look forward to working with you in the future.

Sincerely,

Rodriguez.Kristine@Procurement and Distribution Services
Digitally signed by Rodriguez.Kristine@Procurement and Distribution Services
Date: 2021.04.21 07:47:18 -04'00'

Kristine Rodriguez, MBA, CPPO, CPPB, FCCM
Director of Procurement & Distribution Services

The Sherwin Williams Company agrees to allow the School District of Brevard County, Florida to utilize the solicitation that was awarded to your firm by **Sourcewell**. The solicitation title is Paint with Related Supplies, Equipment, and Services and the bid number is 121219-SHW.

Signature

Printed Name and Title

Date

Accepted:
The School Board of Brevard County, Florida

Misty Belford, Board Chairperson

Date

cc: Solicitation File (PB 21-491-PB-JW)

Procurement & Distribution Services
Phone: (321) 633-1000 Ext. 11645 · FAX: (321) 877-0904
Distribution: (321) 633-3680 Ext. 14100 ▪ FAX: (321) 633-3698



ATTACHMENT "A"
PIGGYBACK AGREEMENT BETWEEN
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
AND
THE SHERWIN WILLIAMS COMPANY

THIS AGREEMENT is made by and between The School Board of Brevard County, Florida (also known as Brevard Public Schools and hereinafter "BPS"), a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Melbourne, Florida 32940-6601, and The Sherwin Williams Company (hereinafter "CONTRACTOR"), located at 101 Prospect Avenue NW, 1710 Midland, Cleveland, OH 44115.

WITNESSETH:

WHEREAS, Sourcewell issued a Request for Proposal, 121219-SHW (hereinafter "RFP") requesting proposals to provide Paint with Related Supplies, Equipment, and Services;

WHEREAS, CONTRACTOR submitted a proposal in response to the competitive solicitation which resulted in an agreement between Sourcewell and CONTRACTOR for said Paint with Related Supplies, Equipment, and Services, incorporating the proposal submitted in response to the RFP;

WHEREAS, BPS has determined that it is in its best interest to make a cooperative piggy-back purchase, utilizing said agreement between Sourcewell and CONTRACTOR, effective May 26, 2021 through January 15, 2024 with an option of an extended one additional one-year renewal period, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT;" and,

WHEREAS, CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties hereto agree as follows:

1. **TERM.**

The term of this Agreement shall be from May 26, 2021 through January 15, 2024 and may, upon mutual written agreement of BPS and CONTRACTOR, be extended for any renewal period as detailed in the original solicitation. BPS, through its Procurement & Distribution Services Department, will issue a renewal request letter prior to the end of the current contract period.

2. **PRODUCTS, PRICING, AND PAYMENT.**

CONTRACTOR will provide products and pricing as specified in **Exhibit "A"** attached hereto and made a binding part hereof. In accordance with Florida's Local Government Prompt Payment Act, payments shall be made within forty-five (45) days after BPS's receipt of invoice. BPS shall pay these fees to CONTRACTOR for services rendered as outlined in Exhibit "B" which includes all direct charges, indirect charges, and reimbursable expenses, if any. BPS shall incur no obligation for payment until issuance of a purchase order to CONTRACTOR.

3. **CONTRACT PROVISIONS.**

The parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified or specified herein.

4. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known

mailing address, shall constitute sufficient notice to BPS and CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to BPS and CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

BPS: The School Board of Brevard County, Florida
Attention: Procurement & Distribution Services
2700 Judge Fran Jamieson Way
Melbourne, Florida 32940-6601

CONTRACTOR: The Sherwin Williams Company
101 Prospect Avenue NW, 1710 Midland
Cleveland, OH 44115

5. APPLICABLE LAW, VENUE, JURY TRIAL.

Notwithstanding the provisions of the COOPERATIVE CONTRACT, the laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Brevard County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

7. FUND AVAILABILITY.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the State of Florida and BPS.

8. JESSICA LUNSFORD ACT (BACKGROUND CHECK).

~~CONTRACTOR shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with BPS policy, all of CONTRACTOR's personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and BPS. This background screening will be conducted by BPS in advance of the CONTRACTOR or its personnel providing any Services under the conditions described in the previous sentence. CONTRACTOR shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CONTRACTOR and its personnel. The Parties agree that the failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling BPS to terminate immediately with no further responsibilities or duties to perform under this Agreement. CONTRACTOR agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from CONTRACTOR's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S. The contractor believes that one or more of the exemptions set forth in section 1012.468 applies to our vendor relationship.~~

9. PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321)

**633-1000 ext. 11453, RECORDSREQUEST@BREVARDSCHOOLS.ORG,
BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700
Judge Fran Jamieson Way, Viera, Florida 32940.**

This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. Contractor acknowledges its legal obligation to comply with Section 119.0701, F.S. CONTRACTOR shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by BPS in order to perform the scope of services. CONTRACTOR shall comply with all requirements for retaining public records and shall transfer, at no cost to BPS, all public records in the possession of CONTRACTOR upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.

10. FERPA.

To the extent Services provided hereunder pertain to the access to student information, CONTRACTOR shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, CONTRACTOR, and its officers, employees, agents, and representatives, shall fully indemnify and hold BPS harmless for any violation of this provision including, but not limited to, defending BPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon BPS, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon BPS arising out of the breach of this provision by CONTRACTOR, its officers, employees, agents, or representatives, to the extent that the CONTRACTOR, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement, and shall remain fully binding upon CONTRACTOR. A separate Non-Disclosure Agreement may be required.

11. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

12. E-Verify.

Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

**EXHIBIT "A"
ORIGINAL COOPERATIVE CONTRACT AND RELATED DOCUMENTS ATTACHED**



Solicitation Number: #121219

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **The Sherwin Williams Company, 101 Prospect Avenue NW 1710 Midland, Cleveland, OH 44115**(Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with 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 thirty (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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 1/13/2020 | 5:08 PM CST

The Sherwin-Williams Company

DocuSigned by:
By: Craig Mackay
2AF11D7D70B74F8...
Craig Mackay

Title: National Sales Manager Government

Date: 1/14/2020 | 6:28 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42BBF817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 1/13/2020 | 5:47 PM CST

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

Vendor Details

Company Name: The Sherwin-Williams Company
Address: 101 Prospect Avenue NW
1710 MIDLAND
Cleveland, Ohio 44115
Contact: Kevin McCoy
Email: kevin.j.mccoy@sherwin.com
Phone: 216-216-5422
Fax: 216-566-1909
HST#: 34-0526850

Submission Details

Created On: Thursday October 31, 2019 07:14:50
Submitted On: Wednesday December 11, 2019 07:42:57
Submitted By: Kevin McCoy
Email: kevin.j.mccoy@sherwin.com
Transaction #: 8711d2c7-2cd5-4432-88c2-f49b99bc9218
Submitter's IP Address: 104.129.196.157

Specifications

Table 1: Proposer Identity & Authorized Representatives

| Line Item | Question | Response * |
|-----------|---|--|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | The Sherwin-Williams Company |
| 2 | Proposer Address: | 101 W Prospect Avenue, 1710 Midland, Cleveland, Ohio 44115 |
| 3 | Proposer website address: | www.sherwin-williams.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): | Craig Mackay, National Sales Manager, Government, craig.mackay@sherwin.com, 240-350-7862 |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Craig Mackay, National Sales Manager, Government, craig.mackay@sherwin.com, 240-350-7862 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Kevin J. McCoy - Government Sales Specialist, kevin.j.mccoy@sherwin.com, 216-566-7422 |

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. | <p>Henry Sherwin and Edward Williams established the Sherwin-Williams Company in 1866, in Cleveland, Ohio. The company grew quickly. By 1905, the Sherwin-Williams Company sold paint across the United States as well as in Canada, South America, and Europe. In was in this same year that the company adopted the "Cover the Earth Logo." During the ensuing 100 years, the company continued to grow both organically and through acquisitions. With the 2017 acquisition of Valspar, The Sherwin-Williams Company became the largest paint manufacturer and retailer in the world. The company attributes its organic growth to its belief in the core values of providing quality products and service at competitive prices with service based on knowledge and integrity. Additionally, the company has been a leader in paint technology and development from being the first company to provide ready-mixed paint in 1880 to being the first to develop 0 VOC colorants in the twenty-first century.</p> <p>The company offers its products under the Sherwin-Williams, Dutch Boy, Krylon, Minwax, Thompson's WaterSeal, and Duckback names among its many brands. In 2016, The Sherwin-Williams Company produced and sold over 15 billion gallons of paint which were developed and manufactured in forty-three ISO 9001 certified US and Canadian factories. The Sherwin-Williams Company also manufactures and distributes under a strict Sigma Six protocol for quality assurance. Sigma is a statistical concept that represents the amount of variation present in a process relative to customer requirements or specifications. When a process operates at a six sigma level, the variation is so small that the resulting products and services are 99.9997% defect free.</p> |
| 8 | Provide a detailed description of the products and services that you are offering in your proposal. | The Sherwin-Williams Company offers a full line of paints and paint related sundries. By specializing in one aspect of maintenance, repair and operation supply, the company can continue to develop cutting edge products while still providing the highest quality products and services in the paint industry. |
| 9 | What are your company's expectations in the event of an award? | The Sherwin-Williams Company will use its 4300 store network in the United States and Canada to provide local, individualized service to Sourcewell members while maintaining the economies of scale, manufacturing capacity and technical development and financial strength of a multi-national corporation. Through this plan, each agency will work with a local store, staff by individuals from their own area who are aware of the specific needs of their area from regulatory requirements to product performance issues and delivery specifics while providing products developed by a company that is a leader in the field of paint chemistry. |
| 10 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>The Sherwin-Williams Company is publicly traded on the New York Stock Exchange (ticker symbol SHW.) Included in this proposal is a three year snapshot of the company's financial results. Additional information such as annual reports, 10-Q, 10-K and 8-K reports and various financial filings can be found at https://investors.sherwin-williams.com/home.</p> <p>Net Sales 2018 - \$17B Net Sales 2017 - \$14B Net Sales 2016 - \$11B</p> |
| 11 | What is your US market share for the solutions that you are proposing? | The Sherwin-Williams Company is the largest paint and coatings company in the United States with over 4300 stores in every state, the District of Columbia and Puerto Rico. |
| 12 | What is your Canadian market share, if any? | The Sherwin-Williams Company is a top 3 paint and manufacturer in Canada with over 220 stores through out every province. |

| | | | |
|----|---|---|---|
| 13 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | NO | * |
| 14 | <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>The Sherwin-Williams Company is a vertically integrated paint manufacturer and retailer. By controlling all aspects of its product from development, manufacture, distribution, sale and delivery, the company can better react to the needs of its customers. The company is not using third party dealers for this proposal making the company the only entity responsible for the satisfaction of its customers. In so far as the stores and representatives assigned to Sourcewell members, all are employees of The Sherwin-Williams Company. They understand and will adhere to the terms, conditions and requirements of any contract originating from this proposal since it will be company policy.</p> | * |
| 15 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>The company maintains all licenses and certificates required by local authorities in its stores and plants. The list for over 4400 locations would be too ponderous for inclusion in this proposal, however, such information is available for any locations on request.</p> <p>The Company's</p> | * |
| 16 | Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years. | There is no suspension or disbarment history for The Sherwin-Williams Company | * |
| 17 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>As noted in section 6.1, The Sherwin-Williams Company is offering products in the Paint category only. Within this category, however, the company has an extensive product offering. A contract with The Sherwin-Williams Company guarantees that the agency will find products to meet the unique needs of government agencies, including marine and freshwater needs, potable water distribution and storage, transportation, sewer, and highway marking as well as standard architectural requirements.</p> | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>The Sherwin-Williams Company has 224 GPS-2 certifications by Master Painter's Institute (MPI.) GPS-2 is the most stringent certification level offered by MPI. Products that meet these criteria are found at www.paintinfo.com. Certification is noted on the product's technical data pages and on the catalog</p> <p>The Sherwin-Williams Company has numerous other products that are certified MPI-1, which is a second green certification.</p> <p>The Sherwin- The Sherwin-Williams Company currently has 83 product lines certified as Gold by Greengard. These products can be viewed at http://productguide.ulenvironment.com/SearchResults.aspx?BrandID=558&CertificationID=2 . This designation is noted on the product's technical data page and catalog description.</p> <p>The Sherwin-Williams Company identifies products that meet the SCAQMD criteria on its product data sheets, which are available on line and in an agencies eCatalog.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years | 5% |
| 20 | What percentage of your sales are to the education sector in the past three years | 5% |
| 21 | List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>State Contract value</p> <p>STATE OF PENNSYLVANIA 1,385,071</p> <p>CITY OF PHILADELPHIA 501,074</p> <p>STATE OF INDIANA 144,253</p> <p>STATE OF ILLINOIS 350,918</p> <p>PENNSYLVANIA COSTARS MRO 8 373,192</p> <p>STATE OF RHODE ISLAND 411,042</p> <p>STATE OF WEST VIRGINIA 1,562,934</p> <p>STATE OF LOUISIANA 2,677,922</p> <p>NORTH CAROLINA STATE CONTRACT 3,796,488</p> <p>STATE OF OHIO 2,159,330</p> <p>STATE OF TEXAS (TXMAS) 8,347,445</p> <p>NH - DIV PLANT & PROPETY MGMT 207,892</p> <p>STATE OF VERMONT 220,028</p> <p>STATE OF SOUTH DAKOTA 289,100</p> <p>STATE OF DELAWARE 651,050</p> <p>STATE OF MARYLAND 1,382,138</p> <p>STATE OF GEORGIA 2,367,839</p> <p>STATE OF VIRGINIA 76,121</p> <p>STATE OF ARKANSAS 845,672</p> <p>STATE OF TENNESSEE 261,918</p> <p>CONNECTICUT STATE CONTRACT 701,603</p> <p>STATE OF NEW MEXICO 238,087</p> <p>STATE OF MISSOURI/STATE CONT 248,369</p> <p>STATE OF KENTUCKY - CONTRACT 313,623</p> <p>STATE OF IDAHO 379,741</p> <p>STATE OF OKLAHOMA - CONTRACT 35,642</p> <p>COMMONWEALTH OF MASSACHUSETTS 4,696 29,933,189</p> <p>MHEC MA HIGHER EDU CONSORTIUM 101,600</p> <p>NATL COOP PURCH ALLIANCE-NCPA 643,874 745,474</p> <p>TOTAL 30,678,663</p> |
| 22 | List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | The Sherwin-Williams Company holds GSA Contract # 47QSHA18D000U. The sales volume for the contract is over \$10,000,000 per year. |

Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * |
|--------------------------|----------------|----------------|
| State of North Carolina | Bahaa Jizi | 919-807-4520 |
| Commonwealth of Virginia | Kevin Davis | 804-328-3228 |
| State of Indiana | Emily Cranfill | 317-232-8115 |

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|----------------------------|---------------|--------------------|------------------------|--|----------------------------------|
| The State of Kentucky | Government | Kentucky - KY | Statewide paint Supply | transactions range from \$10.00 to \$5000, with an average of \$200.00 | \$1,000,000 |
| The State of Ohio | Government | Ohio - OH | Statewide Paint Supply | transactions range from \$10.00 to \$5000, with an average of \$200.00 | \$6,000,000 |
| State of Connecticut | Government | Connecticut - CT | Statewide Paint Supply | transactions range from \$10.00 to \$2000, with an average of \$100.00 | \$215,000 |
| City of Philadelphia | Government | Pennsylvania - PA | City wide Paint Supply | transactions range from \$10.00 to \$5000, with an average of \$200.00 | \$1,500,000 |
| Philadelphia School System | Education | Pennsylvania - PA | School Paint Supply | transactions range from \$50.00 to \$7500, with an average of \$300.00 | \$1,500,000 |

Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * |
|-----------|---|--|
| 25 | Sales force. | <p>The company will use its network of 4300 owned-operated US stores and 220 owned-operated Canadian stores to service Sourcwell members. Each retail store maintains an inventory of approximately \$200,000 and larger commercial stores maintain about \$500,000 worth of material.</p> <p>The company current has over 2600 sales representatives in the United States and Canada. Agencies are assigned a local representative who can conduct site visits recommend products, work with the agency for specific discounts and maintain inventory for both current and projected jobs.</p> <p>The Sherwin-Williams Company firmly believes that no individual shall be placed in a position within the company without being fully trained in the responsibilities and duties of that job. As such all personnel are all required to complete a series of 20 START tests in their first 90 days of employment. These test range from exams on paint chemistry and business management to complaint resolution and customer service. Upon successful completion of the START program, individuals are sent to training at one of four "Sherwin-Williams University" sites. In fact, for every position within the company, there is a concomitant week long training at a Sherwin-Williams University site. It should be noted that, since The Sherwin-Williams Company promotes from within, the skills learned at each level of responsibility remain with an employee as they move to positions of higher responsibility</p> <p>In these classes, employees learn that customer service is a major component of a positive customer experience. Most important to this experience is to listen for information and to continue to solicit all information necessary to meet the customer's needs and show the right product, correctly applied, every time.</p> <p>Once trained each individual undergoes a yearly performance review and is required to achieve a satisfactory rating on this review. Failure to achieve the required grade results in a 90 day probationary trial and a second review. Failure to improve in this time may result in termination.</p> |
| 26 | Dealer network or other distribution methods. | <p>The company will use its own network of stores and sales representatives to service any contracts arising from this proposal.</p> <p>The Sherwin-Williams Company owns and operates a fleet of delivery vehicles, including vans, box trucks and tractor trailers within each state.</p> <p>These vehicles, under The Sherwin-Williams Company's HUB system, have the ability to deliver paint and paint related materials within 48 hours of the purchase order being received (stocked items.)</p> |

| | | | |
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| 27 | Service force. | <p>The Sherwin-Williams Company offers site visits by NACS certified representatives for most jobs. NACS certification is among the most respected in the paint industry. The company also offers training on areas of importance to government agencies. For example, the company has conducted training's on coatings for manhole covers, water tanks and road striping. Such classes can be arranged through your local Sherwin-Williams representative.</p> <p>The company maintains a network of power equipment service shops that can service and repair equipment of the individual agencies.</p> | * |
| 28 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Most Sherwin-Williams retail stores are open from 7 am to 7 pm. Commercial stores, which are larger and cater to the professional contractor, are open from 6:30 am to 5 pm. Individual stores may have different hours. Specific hours for any of the 4400 US and Canadian based stores can be found at https://www.sherwin-williams.com/store-locator.</p> <p>Key account representative carry electronic mobile devices and are available during the same business hours and extended hours by arrangement. The primary contract manager, Craig Mackay is usually available 7 days a week from 6am to 11 pm Eastern Time.</p> | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | <p>The Sherwin-Williams Company is offering its products nationwide. As an experienced nationwide entity, The Sherwin-Williams Company is large enough to react to nationwide issues and concerns while maintaining the flexibility to offer specific products and prices based on local conditions, e.g., the special formulations required of the tropical conditions found in Hawaii and southern Florida or volume discounts on specific accounts.</p> <p>The company has extensive experience managing the paint needs of large multi-state entities in both the public and private sector. The Sherwin-Williams Company will use the protocols developed through this experience to successfully service a Sourcewell master agreement.</p> | * |
| 30 | Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | <p>The company is prepared to service customers in all three silos (government, education and non-profit.) The company has a international presence and can service agencies through out the United States and Canada.</p> <p>The company would be limited by the terms and conditions of its current statewide supply agreements.</p> | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories. | <p>Wherever the company maintains a presence their would be a retail price based on market conditions in that area. As such any agency would be extended the discount percentage identified in this bid.</p> <p>Additionally, the agency would be able to negotiate additional discounts with its local servicing representative.</p> | * |

Table 7: Marketing Plan

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>To market the contract we will not be limited to external promotions. We will also aggressively present the contract internally to our stores, representatives, technical staff and managers.</p> <p>Externally, The Sherwin-Williams Company has the capability to perform email blast(s) to prospective users of the contract as well as delivering other tangible marketing collateral. Additionally, we will look to link our representatives with State Representatives in a state's Department of Administration to introduce the benefits of a cooperative government contract.</p> <p>Internally, we regularly schedule communication to our field employees on contract awards, renewals, or changes. Moreover, the contract managers travel the country performing Government Sales seminars with our operational districts and empower them to present solutions to government needs.</p> | * |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>The Sherwin-Williams Company has a team of digital marketing professionals that we would utilize to promote this contract via social media, email blasts, reminders, and any other available digital media. Our existing brand recognition in the United States and Canada will also be extremely advantageous for us in helping display the benefits of utilizing the contract.</p> | * |
| 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>Sourcewell would help promote Sherwin-Williams both digitally and in person at tradeshow or side bar conversations. We do not expect Sourcewell to be experts on coatings, but rather experts on the contract and its benefits to the agency.</p> <p>The Sherwin-Williams Company looks forward to quarterly meetings with Sourcewell both to review opportunities and mutual performance reviews.</p> <p>The Sherwin-Williams Company would extend an open invitation to Sourcewell for a representative to participate in our Government Sales Seminars. and present the benefits of a cooperative government 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>The Sherwin-Williams Company offers the ability to integrate with procurement systems supporting electronic orders, invoices, and Digital Catalogs. Once an order is placed, it will be routed through and monitored by our E-Commerce group in Cleveland, Ohio. The order is routed in real time and geo-located to the nearest Sherwin-Williams store unless accompanying instructions indicate otherwise.</p> | * |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|--|--|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Sherwin-Williams prides itself on both product knowledge and also equipment competencies. We have partnered with valuable vendors who provide training either onsite with the agency or at a local Sherwin-Williams Store. |
| 37 | Describe any technological advances that your proposed products or services offer. | <p>The Sherwin-Williams Company has an endless arsenal of product technologies that can cater to any end user need. For Government Agencies, we carry a strong portfolio of products, including, but not limited to Anti-Graffiti, resinous floor coatings, bridge and highway markings , corrosion survey and assessments, tank linings, secondary containment, interior/exterior specialty coatings, as well as architectural coating. The company is a pioneer in Zero to low VOC coating as well as secondary benefits such as identifying light reflective values of its colors to reduce the need for artificial light, thereby saving energy costs and reducing carbon footprints.</p> <p>We also offer a custodian program where our local team retains all information pertaining to a particular agency and their needs. We print a copy for the agency for their records and ours. This alleviates any confusion or questions that might arise in the future when it comes to revisiting an area of need.</p> <p>Below you'll be able to find all paint and paint related technologies, Sherwin-Williams has to offer.</p> <p>https://www.sherwin-williams.com/home-builders/services/paint-technology-and-application</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>The Sherwin-Williams Company belongs to numerous "green" initiative programs, both in the United States and Canada. The below programs highlight products and services that meet or contribute to the green initiatives.</p> <ul style="list-style-type: none"> • LEED • USGBC (US Green Building Council) • MPI • CaGBC (Canadian Building Council) • NAHB (National Association of Home Builders) – National Green Building Standard ICC 700-2012 • Green Globes and Green Building Initiatives (GBI) • Green Guide for Health Care (GGHC) • CALGreen • GREENGUARD Environmental Institute (GEI) |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), emissions, VOC's or other green/sustainability factors. | <p>The below url will take you directly to our page for Third Party Certifications and Information (https://images.sherwin-williams.com/content_images/sw-pdf-third-party-certif.pdf)</p> <ul style="list-style-type: none"> • NSF.ORG • PAINTDOCS.COM • UL.COM/GG • UL.COM/SPOT |

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|----|--|--|
| 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. | <p>The Sherwin-Williams Company is a vertically integrated manufacturer and retailer of Paint and Paint related supplies. Additionally, majority of the products used by MRO involved agencies on a day-to-day basis are picked up at one of our local Sherwin-Williams retail locations. With that said, the opportunities for direct minority participation/partnership in areas such as manufacturing, retail, and delivery are non-existent.</p> <p>While the opportunity does not exist to participate/partner with a commonwealth certified minority business enterprise/female business enterprise, The Sherwin-Williams Company still takes its corporate social responsibility very seriously. The Sherwin-Williams Company has worked diligently to increase diversity within its vendor community. A brief review of the program is included, and a copy of the supplier diversity plan is attached and included. To that end, the company has tracked its minority spend to verify it is fully engaged with certified MBE/ WBE businesses. The company through the first two quarters of 2019 has spent \$4,324,911,305 with such vendors.</p> <p>Beyond direct spend with MBE/WBE vendors, the company has used its position as an international company to assist small and MBE/WBE businesses. For example, as a mentor, The Sherwin-Williams Company worked with Julie Boney to help her facilitate the development, launch, and operations of her company, Small Wall (attached document).</p> <p>Further, The Sherwin-Williams Williams Company is a Silver Sponsor of the National Minority Supplier Development Council's Cleveland Chapter, Ohio Minority Supplier Development Council. Additional information may be found at www.ohiomsc.org/</p> <p>Above all, The Sherwin-Williams Company looks to itself to provide opportunity to underrepresented groups within the paint industry by constantly working to maintain a diverse workforce. In fact, The Sherwin-Williams Company's recently retired Chief Diversity officer, Carl Scruggs, received the Archer Award for Diversity Leadership. Under Carl's leadership and that of his successor, Yentil Rawlinson, the company has engaged in recruitment outreach programs to Historically Black Colleges and started a program to identify and promote talented female employees in a traditionally male dominated business. Under this initiative, the number of women in Store Management roles increased over 250% from 2005 through 2013, jumping from 575 to 1,534. In addition, the number of women and minorities in Sherwin-Williams' management trainee program increased significantly in that span. In 2013, 41.3% of those in the management trainee program were women, and 33.7% were minorities — up from 2005 levels of 13.3% and 12.5%, respectively. These numbers have only increased in the last 5 years, which we are currently waiting on final number publication.</p> <p>Additionally, The Sherwin-Williams Company has partnered with the Minority Business Council (NOMBC) to provide Supplier Diversity Training to many of our purchasing managers. The Sherwin-Williams Company remains active in the minority business community. Activities the Sherwin-Williams Company has sponsored or in which the company has participated are:</p> <ol style="list-style-type: none"> 1) Worked along side the Cleveland Commission on Economic Inclusion and Partnership, of which The Sherwin-Williams Company is a charter member. 2) The Sherwin-Williams Company has been recognized by the Greater Cleveland Partnership for Economic Inclusion for diversity and inclusion efforts. |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members? | <p>It starts with our raw material certification program to ensure quality and continues with our ISO 14000 Certified manufacturing plants and company owned distribution centers. We have the largest distribution system in the industry which ensures timely product availability. Product is then transported by a company owned trucking fleet using the most sophisticated logistics to ensure efficiencies and delivered to company owned stores. Stores deliver directly to the end user.</p> <p>Sherwin-Williams is much more than paint:</p> <ul style="list-style-type: none"> • Coating systems for walls, floors, roofs and concrete surfaces • The most green coating solutions from zero to low VOC • Flooring solutions including carpet, vinyl, tile and ceramic with fast, professional installation • Wallcovering collections and window blinds • Applicators, sealants, tools and equipment to get the job done right • Heavy duty floor coatings; seamless, resinous systems; and decorative concrete coatings |
| 42 | Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada. | <p>The Sherwin-Williams Company is among the top 3 paint retailers in Canada. The company looks forward to servicing agencies within the country.</p> <p>The company extrapolates its successful distribution and Trademark Service protocols on to its Canadian business model.</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 * |
|-----------|--|---|
| 43 | Do your warranties cover all products, parts, and labor? | The Products shall have the warranty if any contained on the label of the Products. Sherwin-Williams further warrants that the Products shall be free of manufacturing defects, as determined by Sherwin-Williams, and shall conform with the specifications, if any, provided by Sherwin-Williams. Except as expressly provided in this Agreement and the on the label of the Products , SHERWIN-WILLIAMS DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. ALL CLAIMS FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON THEORIES OF CONTRACT, TORT OR OTHERWISE, ARE WAIVED BY BOTH PARTIES. Sherwin-Williams does not warrant the application of any Products notwithstanding periodic visits to any of Client's project(s) by any representative of Sherwin-Williams and notwithstanding any representations made by any representative of Sherwin-Williams to the contrary. Sherwin-Williams' liability and Client's exclusive remedy for any cause of action arising from this Agreement or the sale and use of the Products, is expressly limited to, at Client's option, replacement of the Products with respect to which damages are claimed, or credit of the purchase price for the Products with respect to which damages are claimed. |
| 44 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Products must be used for the intended purpose. Paints applied outside their designated areas of use will not be warranted. |
| 45 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes |
| 46 | Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? | NO |
| 47 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | For the few items on the proposal not manufactured by the Sherwin-Williams Company, the company depends on the original manufacturer. It must be noted that The Sherwin-Williams Company realizes its reputation will be effected by any issues with any product it sells, therefore, any vendor the company uses undergoes a rigorous approval process before the company agrees to represent its product. |
| 48 | What are your proposed exchange and return programs and policies? | The Sherwin-Williams Company accepts return on all merchandise in a resalable condition with the exception of tinted paint for full refund or credit. Special Order items are subject to the return policy of the manufacturer. |
| 49 | Describe any service contract options for the items included in your proposal. | The Sherwin-Williams Company extends all warranties and services offered by its vendors. |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|---|
| 50 | What are your payment terms (e.g., net 10, net 30)? | Net:30 |
| 51 | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? | The company does offer financing options on various power equipment purchases. |
| 52 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. | An agency can place orders directly to their local store through fax, phone, and email or in person. All of The Sherwin-Williams Company's stores are participants in this contract. Participating locations may be found at https://www.sherwin-williams.com/store-locator . This website will provide the store address, hours of operation, phone, and manager's name. Most of these stores have delivery capability through a store van or by arrangement with the local commercial store which maintains both vans and larger trucks. Orders may also be placed on-line through the company's eCatalog site. The company's e-commerce team has worked extensively with various third party eProcurement systems to create an ecatalog specific to the account. All participating stores are company owned so no dealers are being used. |
| 53 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process? | The company does accept p-cards at no additional cost. The company accepts American Express, Visa, Master Card and Discover. Payments using these cards may be used for a single purchase or as payment against an outstanding balance on account. |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|---|--|
| 54 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | The company offers an overall 30% discount on paints and sundries and 12 % on power equipment and parts. The company views these discounts as not to exceed pricing giving the individual representative the ability to create greater discounts for individual agencies based on their demand. |
| 55 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The company offers an overall 30% discount on paints and sundries and 12 % on power equipment and parts. |
| 56 | Describe any quantity or volume discounts or rebate programs that you offer. | Under its hybrid corporate/ local service program, each agency receives the discount as offered to Sourcwell through the corporate parent. Each local representative has the ability to offer additional discounts based on both agency usage volume and local market conditions (such as special formulations needed in Hawaii and southern Florida.) |
| 57 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | The company's normal inventory covers nearly all the needs of any agency in the United States and Canada. In the rare event a special order is requested, the company supplies an individual quote to the agency. |
| 58 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | In various states such as Connecticut and Oregon, the company is required to collect a recycling fee which must be listed separately on the invoice. The fees collected under this program are passed along to a government designated recycler who collects unused paint that the store is required to take back for the recycler at no charge. In the event additional states implement this program, the company reserves the right to apply this mandated fee. Additionally, special orders often carry a delivery fee. The company passes this on to the customer as prepaid and added. |
| 59 | If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program. | All products, other than special order, are FOB destination. Special orders follow the terms of the manufacturer. |
| 60 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | All freight charges for standard items are included in the price in Alaska and Hawaii. Special orders are freight prepaid and added. Charges are determined by the manufacturer. |
| 61 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | The company owns its trucks and delivery vehicles. As such the company delivers in its vehicles. In the case of special orders, a common carrier may be used and the terms and conditions of delivery are included in the individual quote presented to the agency. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 62 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 63 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | <p>Whether they are requested or not, a report for the master agreement market basket is generated monthly to review pricing discipline. This report is reviewed by the corporate government sales division. Over charges are refunded upon confirmation of over charge and the incorrect entry on the master price file is corrected immediately.</p> <p>States are picked at random for monthly price auditing. Due to the flexible nature of the pricing offered. Each sales representative and credit representative reviews the monthly report for the agencies for which they are responsible.</p> |
| 64 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | The Sherwin-Williams Company is proposing a 1.75% administrative fee to be paid quarterly on all sales identified as part of a Sourcewell over-arching parent. |

Table 14: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|---|---|
| 65 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>The Sherwin-Williams Company creates and over arching "parent" account in its main computer in Cleveland, Ohio. This parent dictates the terms conditions and pricing from the contract to the individual accounts for agency members using this contract. The company has the ability to review purchases on these individual accounts through the previous day.</p> <p>All sales representatives and store managers have the ability to access account information using The Sherwin-Williams Company's Custodian © client management system. Through this system, the company can review the requirements of each individual account .</p> |
| 66 | Describe how your products contribute to or promote the health, quality of life and wellbeing of our members and others. | <p>The Sherwin-Williams Company is the only company to offer Paint Shield® the first EPA-registered microbicial paint that kills greater than 99.9% of Staph (Staphylococcus aureus), MRSA (Methicillin-resistant Staphylococcus aureus), E. coli (Escherichia coli), VRE (Vancomycin-resistant Enterococcus faecalis) and Enterobacter aerogenes within two hours of exposure on painted surfaces. It continues to kill 90% of these bacteria even after repeated contamination on painted surfaces. The effectiveness lasts for up to four years as long as the integrity of the surface is maintained.</p> <p>Additionally, the company offers numerous lines of 0 VOC paints and colorants that allow for use without the smell and exposure associated with wet paint.</p> |

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| 67 | Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products? | <p>The Sherwin-Williams Company is a recognized leader in developing environmentally friendly products. The company has over 250 GPS-2 designations on Master Painter Institute list of approved products (http://www.specifypaint.com/APL/paintinfo_APL_new/searchMfgID.asp?txtSearch=1048.) These products are required to met the following criteria</p> <ol style="list-style-type: none"> 1. provide performance and durability equal to their 'conventional' counterparts; 2. have eliminated or contain only trace quantities of various undesirable chemical components such as phthalates; 3. Have reduced VOC.MPI's GPS 2 -- the most stringent in North America when introduced in 2007 -- has a maximum allowable VOC of 50 g/l across the board for all paint types. <p>Additionally, the company has a location on its website that can be used to identify environmentally friendly products https://www.sherwin-williams.com/home-builders/specifications/product-specifications/leed-and-other-green-specifications</p> <p>We believe it's important to participate in healthy discussions — and create action plans — with input from those around us. That is why we are actively engaged with these government agencies, industry organizations and non-government organizations that value sustainable practices as much as we do.</p> <p>The Carbon Disclosure Project™ The Coatings Care® Program CLEARCorps USA EPA SmartWay® Fuel Efficient Transportation Program The U.S. Green Building Council® (USGBC) LEED™ Program National Association of Home Builders (NAHB) National Green Building Program™ ECOLABEL - European Union GREENGUARD Certification from UL Environment U.S. Department of Energy Better Plants® Program PaintCare® Program The Global Alliance to Eliminate Lead in Paint</p> <p>The company publishes it GRI report which includes information on environmental and safety efforts at all company locations, including Sherwin-Williams's manufacturing plants, distribution centers and warehouses, automotive branches and commercial and retail stores. Environmental, Health & Regulatory Services (EHRS) is the corporate group with company-wide responsibility for managing the environmental programs. There are over 70 staff members in the EHRS Department. In addition, there is a designated person at each facility responsible for environmental issues. The company also implemented a decentralized manufacturing and distribution system so that its paint products are manufactured throughout the United States rather than being made in limited areas and shipped throughout the country. This reduces the company's direct carbon footprint.</p> <p>Looking at other ways to reduce impact on the environment, the company's color charts include the light reflective value on each color sample. Using colors with higher light reflective value reduces electric consumption.</p> |
| 68 | Describe the extent to which your products contain recycled content or are recyclable. | <p>Due to inability to control the quality and consistency of of recycled paint, The Sherwin-Williams Company does not currently offer this product.</p> <p>That is not to say the company does not take its responsibility as a good corporate citizen seriously, however. The handles used</p> |
| 69 | Describe, in detail, any manufacturing processes or material specification related attributes that differentiate your offering from your competitors? | <p>Furthermore, the company generated only .46 pounds of non-hazardous solid waste per 100 pounds of production in 2016 for disposal. This is far below the goal of .60 pounds per hundred pounds of production set in 2007.</p> <p>Hand-in-glove with this was the company's recycling and reusing 1.23 pounds of non-hazardous waste per 100 pounds of production. The company will continue to strive to reuse or recycle as much by-product mass as possible.</p> <p>In regards to non- hazardous liquid waste, the company generated only .79 pounds for disposal against a goal of 1.02 pounds set in 2007. This was aided by the company's ability to reuse and recycle 2.12 pounds of non-hazardous liquid waste per 100 pounds of production.</p> <p>In regards to hazardous waste, the company was able to cut its treatment and disposal waste to .63 pounds per 100 pounds of production. This represents only 40% of the hazardous waste generate in 2007, the start of the waste reduction program. The company was able to recycle or reuse 1.08 pounds of hazardous waste per 100 pounds of production in 2016.</p> <p>With a further eye on protecting the world's resources the company has reduced its Kilowatt usage during the past 10 years. The company used 9.7 kWh per 100 pounds of production, down from 12.0 kWh per 100 pounds in 2007. As the company continues to modernize or close older plants, the resultant increase in efficiency should drive this number down further.</p> <p>The company has also created a decentralized distribution model, with factories throughout the United States. With this model, product is manufactured near its destination and long haul shipping is kept to a minimum. This has helped the company reduce its CO2 emissions from 27.4 per hundred pounds of production in 2007 to 22.7 pounds in 2016 for he same production.</p> <p>On a post consumer level, the company has worked with various companies such as Safe Harbors to insure the responsible return, reuse or disposal of unwanted paint.</p> |
| 70 | Describe the top three market differentiators of your product offering. | <p>Sherwin Williams Paints come out ahead on coverage, color consistency, and in-store assistance. In the end, these factors lead to an overall higher long term value.</p> |

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

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

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
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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](#) - SW Annual Report and CSR - 2018.pdf - Monday December 09, 2019 10:54:38
 - [Marketing Plan/Samples](#) - Sherwin-Williams Marketing Plan.pptx - Wednesday December 11, 2019 07:40:11
 - [WMBE/MBE/SBE or Related Certificates](#) - Sherwin-williams_supplierdiversity_oerating.pdf - Tuesday December 10, 2019 09:31:07
 - [Warranty Information](#) - Standard Terms and Condition of Sale 12.1.19.pdf - Tuesday December 10, 2019 09:37:05
 - [Pricing](#) - Sourcewell Price List 12.01.2019.xlsx - Tuesday December 10, 2019 09:29:11
 - [Additional Document](#) - Iso 2008 9001 engineering sites thru 2020.pdf - Monday December 09, 2019 10:49:43

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

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

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.

Sherwin-Williams #121219-SHW

Pricing for contract #121219-SHW offers Sourcewell participating agencies the following discounts:

- 30% Discount on paint and sundries
- 12% Discount on power equipment and parts