



**REQUEST FOR PROPOSAL (RFP) FOR  
Paint and Related Supplies**

**SOLICITATION NUMBER  
05-23**

**PUBLICATION DATE  
February 7<sup>th</sup>, 2023**



Competitive Solicitation by  
Region 14 Education Service Center  
for  
Paint and Related Supplies  
on behalf of itself and other Government Agencies  
and made available through the  
National Cooperative Purchasing Alliance  
RFP # 05-23

## **NOTICE TO RESPONDENT:**

Submittal Deadline:  
Thursday, March 23<sup>rd</sup>, 2023 2:00pm CT

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than March 16<sup>th</sup>, 2023. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Paint and Related Supplies for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Paint and Related Supplies, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](http://ncpa.bonfirehub.com)

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

## INTRODUCTION/SCOPE

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Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Paint and Related Supplies.

Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.

It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
- Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of Public Agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# **INSTRUCTIONS TO RESPONDENTS**

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## **Submission of Response**

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

## **Public Bid Opening**

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email [contracts@ncpa.us](mailto:contracts@ncpa.us) by 4:00 pm the day before the bid opening date to receive an invitation.

## **Required Proposal Format**

Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

## **Tabs**

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 – References
- Tab 7 – Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

# **TAB 1**

## **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

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### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

### **Shipments (if applicable)**

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

**Payments**

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

**Adding Authorized Distributors/Dealers**

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

**Pricing**

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

**Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

**Safety**

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

**Permits**

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

**Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

**Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

**Supplemental Agreements**

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

**Certificates of Insurance**

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

**Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**Protest**

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Termination**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

### **Open Records Policy**

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient



information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

## **PROCESS**

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

### **Contract Administration**

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

### **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

### **Contract Waiver**

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

### **Price Increases**

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

### **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

### **Competitive Range**

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

### **Deviations and Exceptions**

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

### **Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

### **Evaluation**

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

### **Formation of Contract**

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

### **NCPA Administrative Agreement**

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

### **Clarifications/Discussions**

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

**Multiple Awards**

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

**Past Performance**

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

## **EVALUATION CRITERIA**

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### **Pricing (40 points)**

#### Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

### **Ability to Provide and Perform the Required Services for the Contract (25 points)**

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

### **References and Experience (20 points)**

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

### **Value Added Products/Services Description, (8 points)**

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

### **Technology for Supporting the Program (7 points)**

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

## SIGNATURE FORM

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

The Sherwin-Williams Co.  
Company Name

101 W. Prospect Ave  
Address

Cleveland  
City

OH  
State

44115  
Zip

240-350-7862  
Telephone Number

732-248-9730  
Fax Number

beniam.tirfe@sherwin.com  
Email Address

Beniam Tirfe  
Printed Name

Strategic Account Manager  
Position

*Beniam Tirfe*  
Authorized Signature

## TAB 2 NCPA ADMINISTRATION AGREEMENT

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This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and The Sherwin-Williams Co. ("Vendor").

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 02-147, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Paint and Related Supplies;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

### **Term of Agreement**

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the



termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

**Fees and Reporting**

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

**ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS**

National Cooperative Purchasing Alliance  
Organization

The Sherwin-Williams Co.  
Vendor Name

Sarah Vavra  
Name

Beniam Tirfe  
Name

Sr. Vice President, Public Sector Contracting  
Title

Strategic Account Manager  
Title

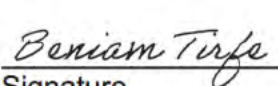
5001 Aspen Grove  
Address

101 W. Prospect Ave  
Address

Franklin, TN 37067  
Address

Cleveland, OH 44115  
Address

  
Signature

  
Signature

May 1, 2023  
Date

03/01/2023  
Date

## TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

### Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input checked="" type="checkbox"/> <b>All 50 States &amp; District of Columbia</b> (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input checked="" type="checkbox"/> Puerto Rico
<input checked="" type="checkbox"/> Guam	<input checked="" type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	
<input checked="" type="checkbox"/> <b>All Canada Provinces and Territories</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island

<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes       Maybe       No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes       Maybe       No

**Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise       Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

**Small Business, MWBE and HUB Growth**

*Please see attached National Supplier Diversity Spend and Diversity-Equity-Inclusion Journey documents*

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization

No, we do not have any programs in place.

Yes, we have programs in place.

**Residency**

Responding Company's principal place of business is in the city of Cleveland, State of Ohio.

**Felony Conviction Notice**

Please Check Applicable Box (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached):

A publicly held corporation; therefore, this reporting requirement is not applicable.

- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

**Distribution Channel**

Which best describes your company's position in the distribution channel:

- Manufacturer Direct       Certified education/government reseller
- Authorized Distributor       Manufacturer marketing through reseller
- Value-added reseller       Other: \_\_\_\_\_

**Processing Contact Information**

Contact Person      Beniam Tirfe

Title      Strategic Account Manager

Company      The Sherwin-Williams Co.

Address      101 W. Prospect Ave

City/State/Zip      Cleveland, OH 44115

Phone      240-350-7862

Email      beniam.tirfe@sherwin.com

**Pricing Information**

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- Yes       No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

- Yes       No

## TAB 4 VENDOR PROFILE

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Please provide the following information about your company:

- Company's official registered name.
- Brief history of your company, including the year it was established.
- Company's Dun & Bradstreet (D&B) number.
- Company's organizational chart of those individuals that would be involved in the contract.
- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- Define your standard terms of payment.
- Who is your competition in the marketplace?
- Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
  - \$ \_\_\_\_\_ in year one
  - \$ \_\_\_\_\_ in year two
  - \$ \_\_\_\_\_ in year three
- What differentiates your company from competitors?
- Describe how your company will market this contract if awarded.
- Describe how you intend to introduce NCPA to your company.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- Green Initiatives (if applicable)
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
- Anti-Discrimination Policy (if applicable)
  - Describe your organizations' anti-discrimination policy.

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.



**NATIONAL ACCOUNTS**

*Local Victories. National Champions.*

March 1<sup>st</sup>, 2023

Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601

Re: Solicitation # 05-23 Paint and Related Supplies

Purchasing Agent:

In response to Tab 4 - Vendor Profile, The Sherwin-Williams Company is submitting the following answers:

- **Company's official registered name:** The Sherwin-Williams Company
- **Brief History of your company, including the year it was established:**

The company was founded in Cleveland, Ohio in June of 1865 by Henry Sherwin and Edward Williams. Under their direction, The Sherwin-Williams Company was the first to develop ready-mixed paint in 1880. Before the invention of this type of paint, consumers would have to buy the ingredients of paint separately and mix the paint themselves. The demands for ready-mixed paint lead to explosive company growth throughout the Northeast and Midwestern United States. The company also began to purchase smaller manufacturers and, by the early twentieth century was operating in all fifty states.

The company has continued to expand both organically, by opening 30 to 50 new US stores a year, and by acquisition, purchasing DURON Paints and Wallcovering (2005), M A Bruder (2006), Columbia Paints (2007), the US and Canadian operations of COMEX (2014) and VALSPAR (2017) as well as various overseas companies in the past fifteen years. When on June 1, 2017, The Sherwin-Williams Company finalized its largest acquisition to date by purchasing The Valspar Corporation; The Sherwin-Williams Company became the largest paint manufacturer in the world.

The company operates through four divisions, Global Finishes, Latin America Coatings Group, the Consumer Group (makers and distributors of such brands as Minwax, Thompson's Water Seal, Krylon and Purdy Paint brushes) and the Americas Group which operates the more than 4,800 store fronts in the United States as well as additional stores in Canada, the Caribbean and Latin America.

The company plans to continue opening new stores at the same pace throughout the United States with an eventual count of approximately 5000.

- **Company Dun & Bradstreet Number:** 00-420-6397



- **Company's Organizational Chart of those individuals that would be involved in the contract:**

Primary Contact: Beniam Tirfe  
240-350-7862 (C)  
33 Technology Drive  
Warren, NJ 07059  
[beniam.tirfe@sherwin.com](mailto:beniam.tirfe@sherwin.com)

Secondary Contact: Kevin McCoy  
216-566-7422 (O)  
216-219-2310 (C)  
101 W Prospect Ave.  
1710 Midland  
Cleveland, OH 44115  
[kevin.j.mccoy@sherwin.com](mailto:kevin.j.mccoy@sherwin.com)

- **Corporate office location:**

The Sherwin-Williams Company  
101 W Prospect Ave  
Cleveland, OH 44115

- **List the number of sales and services offices for states being bid in the solicitation.**

All US- based Sherwin-Williams Company stores are included in this solicitation. The company currently operates 3,871 stores in the US. Locations of stores may be found at <https://www.sherwin-williams.com/store-locator>.

- **List the names of key contacts at each with title, address, phone and e-mail.**

All US- based Sherwin-Williams Company stores are included in this solicitation. Names of key contacts at each store with title, address, phone and email can be found at <https://www.sherwin-williams.com/store-locator>.

- **Define your standard terms of payment:** Net:30
- **Who is your competition in the marketplace?** PPG Paints, Lowe's, Home Depot

- **What differentiates your company from your competitors?**

The combination of services, products and locations offered by The Sherwin-Williams Company set us apart from every other paint company in the marketplace.

The company has the largest number of paint stores, 3,871 as of February 2023, with more coming on line each day. While some “big box” competitors may have similar store counts, none offers the full line of paint and paint sundry needs that The Sherwin-Williams Company offers.

The company also offers a combination of services that are unique in the marketplace. Among these are:

*Trademark Service:* The Sherwin-Williams Company’s award winning customer service, including a staff required to pass 20 different customer services based exams in their first six months of employment, and store customer service appraisals reviewed annual of more if necessary.

*Custodian:* A Sherwin-Williams maintained history of the sheen and color based on customer provided identification information. Customers can review their product history to remove guess work from repaints.

*Free Delivery:* The Sherwin-Williams Company maintains the largest fleet of delivery vans and trucks in the paint industry. These vehicles are available for fast free delivery to all customers throughout the country.

*Color Consultants:* The company maintains a staff of color and design experts who can help with designer and decorating questions.

*Architectural Account Executives:* The company maintains a staff of Architectural Account executives whose job it is to work with architects and specifiers to make sure the correct products are used in each job.

*Industrial Maintenance Specialists:* The Sherwin-Williams Company has a battery of NAICS-certified representatives who can review and advise on the toughest jobs. With

NAICS training and The Sherwin-Williams Company's line of high performance products, an agency's paint needs will be covered.

The Sherwin-Williams Company offers all of these services free of charge to their customers. In the past, various NCPA agencies have taken advantage of these services to meet their paint requirements.

- **Describe how your company will market this contract if awarded:**

Under its current NCPA contract, the company has marketed the contract directly to various government agencies, including agencies in New York State, the State of New Jersey, Washington State and the state of Texas. Sherwin-Williams sales representatives have helped various agency purchasing agents register their entity with NCPA.

- **Describe how you intend to introduce NCPA to your company:**

The Sherwin-Williams Company currently holds an NCPA contract. Beniam Tirfe, the contract manager, includes a section on NCPA in every training presentation to the various operational districts of the company. In addition, video conferencing (i.e. Teams, Zoom etc.) has allowed for more training and educating opportunities nationally without the need to travel.

Furthermore, the company's headquarters' marketing division will notify every sales representative and store of the new contract through its "spotlight" intracompany announcement system.

- **Describe your firm's capabilities and functionality of your on-line catalog/ ordering website:**

The Sherwin-Williams Company offers both an Integrated Punch-out System and a Direct Punch-out System. Orders placed by internet, unless specified for a particular store, are geocoded by delivery location and sent to the nearest store for processing. These orders are sent to the store immediately and the store begins fulfilling the order as soon as it is received from central processing.

The e-Catalogs developed by The Sherwin-Williams Company have the following features

- 1) The ability to search using multiple methods to narrow options to specific needs
- 2) Sherwin-Williams Pro+ Program allows end-user to view pricing, pay account balances, order online through their account.
- 3) E-catalogs display contract pricing
- 4) E-Catalog workflow management controls are under development for The Sherwin-Williams Company catalogs.
- 5) On-line ordering capabilities are available on "punch-out catalogs"
- 6) Order status and order tracking capabilities are available
- 7) Order/account history is available
- 8) Online help is available during normal business hours
- 9) Technical Data Sheets, Product Data Sheets and Safety Data Sheets are available on the e-catalog
- 10) The Sherwin-Williams Company accepts Master Card, Discover, American Express and Visa

- 11) Web-based catalogs are available.
- 12) Contract pricing is available on line.
- 13) Order status tracking is available
- 14) Order history is available
- 15) Environmentally preferred products are noted and noted with the certification and third party agency detailing them as EPP.
- 16) Notations are made as to greener alternatives

- **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**

The Sherwin-Williams Company has over 2,500 sales representatives in the United States. Each account is assigned a representative based on geography. This individual is available for, but not necessarily limited to, product recommendations, site visits, price negotiation, price quotes, planning, training and updating on new rules and regulations.

Each representative has completed a career path that had included stints as a customer service specialist, store assistant manager, and store manager. Once having mastered these skills, the individual is then put through the following training regiment

### **Overview and Training Materials**

The Sales Rep Development (SRD) program was designed to provide employees who possess an interest in a possible Sales Rep career path to understand the roles and responsibilities of a career salesman. The program is also designed to provide the district with a pool of qualified candidates to support future sales rep opportunities within the district.

The program is divided into three phases. Links for the materials related to each phase are below:

### **Phase I - Communicating the program to the field:**

During this phase you will send out a communication to the field management level field employees (Store and Assistant Managers) that are possibly interested in a career in outside selling to attend a one-day Sales Rep Development session at the District Office. Also, to support completion of the program, an SRD-Leader's Guide has been developed.

### **Phase II - One Day training session:**

District Leadership will conduct a one-day training session for the employees that expressed an interest in the program. The session focuses on an overview of the roles and responsibilities for a sales rep as well as an in depth selling skills session. This session should take approximately 6.5 hours to complete.

### **Phase III - 90 Day Workbook:**

The 90 Day Workbook\* is designed to provide employees that have expressed an interest in a possible sales rep career path at the end of the training session with additional rep specific opportunities. During this phase District Leadership will work closely with the employee to support their development and understand their ability to complete the functions of the rep role, in addition to their existing duties.

Those completing this pre-promotion program then competitively compete for promotion as positions become available. Once promoted, they are sent to week long training at one of The Sherwin-Williams Company's SHW University training centers located at

11350 Alameda Drive  
Strongsville, OH 44149

2810 W. Miller Road,  
Garland, TX 75041

2800 Century Parkway NE, Suite 950  
Atlanta, GA 30345

1140 McDermott Drive, Suite 107  
West Chester, PA 19380

There, training continues on customer service, paint chemistry and the Sherwin-Williams resources available to aid customers.

The sales representative depends heavily on the local store manager.

It is important to note, each representative and store manager is required to complete an annual new product certification at the beginning of the year. This insures they are not only familiar with new Sherwin-Williams products, but the reasons for the products development, which may be better performance, less environmental impact or compliance with new regulations.

These representatives report to a local sales manager who is available in the event of the representative's absence. This individual has also completed both the store manager and sales representative training as well as additional training in store, human resources and business management.

- **Green Initiatives**

- **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, and ensure efficient computing and much more. To that effort, we ask respondents to provide their company's environmental policy and/ or green initiatives:**

The company has sought to limit our environmental impact. Expanded details can be found at:

<https://corporate.sherwin-williams.com/sustainability/focus-areas/environmental-footprint.html>

Our ambitious and meaningful goals address global issues of critical importance, including doing our part to address climate change by reducing our greenhouse gas emissions, increasing energy efficiency and use of renewable energy, minimizing our waste and accelerating development of "sustainably advantaged products."

### **2030 Environmental Footprint Reduction Goals**

- Reduce absolute Scope 1 and Scope 2 greenhouse gas emissions by 30%
- Increase renewable energy to 50% of total electricity usage
- Increase operational energy efficiency by 20%
- Reduce waste disposal intensity by 25%

### **Product Blueprint Philosophy**

- Implemented Sustainability by Design program across the enterprise, serving as our proactive, foundational process to aid the growth of our “sustainably advantaged products” portfolio
- Established a baseline for “sustainably advantaged products” and developed a plan for expanding this product portfolio in the future
- Developed a structured process for measuring and assessing Scope 3 emissions

In 2013, all of The Sherwin-Williams Company’s factories were brought into compliance with ISO14001 criteria.

In 2014, Sherwin-Williams’s Purdy Brush factory in Portland, Oregon became one of the first zero land fill factories in the industry.

The company has an extensive list of green products as certified by highly respected, independent third party laboratories.

For Example, The Sherwin-Williams Company has over 200 GPS-2 designations offered by the Master Painter’s Institute (MPI). GPS-2 is the most extreme green designation currently offered by the MPI and is an indication of the seriousness with which The Sherwin-Williams Company seeks to develop environmentally responsible products. See:

<http://www.specifygreen.com/APL/searchGPS.asp?txtSearch=sherwin&btnSearch.x=0&btnSearch.y=0>

Additionally, a search of GreenGuard approved products will show 83 product lines have been Gold certified. See:

<https://www.sherwin-williams.com/painting-contractors/specifications/sustainability>

The Sherwin-Williams Company believes 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.

The Carbon Disclosure Project™  
 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

- **Anti-Discrimination Policy**

- The Sherwin-Williams Company is an equal opportunity employer. As such, we will recruit, hire, train and promote in all job titles based only on valid job requirements. All personnel actions will be administered without regard to the following “factors”: race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, disability, age, pregnancy, genetic information, creed, citizenship status, marital status, or any other consideration prohibited by law or by contract.

After employment, employees' progress and compensation will be related to their qualifications and job performance. In particular, we will ensure that promotion decisions are based on valid requirements such as qualifications and job performance. Additionally, we will ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, Company sponsored training, education, tuition assistance, social and recreational programs, will be administered without regard to discrimination based on the “factors” listed above. This commitment of equal employment opportunity applies to all persons involved in the operations of the Company and prohibits discrimination, harassment, intimidation, threats, or coercion by any employee of the Company including managers, supervisors, and coworkers.

We also will not tolerate harassment, intimidation, threats, coercion, or discrimination of employees and applicants because they have engaged or may have engaged in (1) filing a complaint; (2) assisting or participating in an investigation, compliance review, hearing, or other activity related to the administration of the laws requiring affirmative action and equal employment opportunity based on the “factors” listed above, including, but not limited to, Executive Order 11246, as amended, Section 4212 of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended and Section 503 of the Rehabilitation Act of 1973, as amended; (3) opposing any act or practice made unlawful by such laws or their implementing regulations; or (4) exercising any other right protected by such laws or their implementing regulations.

We will comply with the following pay transparency nondiscrimination provision: The contractor (Sherwin-Williams) will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor’s legal duty to furnish information. 41 CFR 60-1.35(c).

Employees who believe that this policy has been violated are directed to contact the local Human Resources representative, the Group/Chain/Division Human Resources representative or the Vice President – Human Resources, at the numbers listed below.\* If the Company determines that a violation of this or any other policy or work rule has occurred, we will take prompt corrective action, up to and including immediate termination of employment.

- **Vendor Certifications**

- **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licensed Certifications can include M/WBE, HUB, and manufacturer certifications for sales and services.**

The Sherwin-Williams Company is a large corporation publicly traded on the New York Stock Exchange (ticker symbol: SHW) and is not eligible for M/WBE or HUB certification.

All factories operated by The Sherwin-Williams Company are ISO 9001:2015 certified for the following scope of certification: The Design, Manufacture, Packaging and Distribution of Paints, Coatings, Powder, Dispersions, Applicators, Polymers, and Chemicals, and the Distribution of Allied Products. See attached ISO 9001 document.

If you have any questions, please feel free to contact me at [beniam.tirfe@sherwin.com](mailto:beniam.tirfe@sherwin.com) or at 240-350-7862 and I will be happy to address your concerns.

Respectfully,

Beniam Tirfe  
Strategic Account Manager  
The Sherwin-Williams Company





## EQUAL EMPLOYMENT OPPORTUNITY POLICY

**Responsible Office:** Human Resources  
**Policy Type:** Corporate

**Date Established:** 9/1/79  
**Date Last Revised:** 03/17

The Sherwin-Williams Company is an equal opportunity employer. As such, we will recruit, hire, train and promote in all job titles based only on valid job requirements. All personnel actions will be administered without regard to the following “factors”: race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, disability, age, pregnancy, genetic information, creed, citizenship status, marital status, or any other consideration prohibited by law or by contract.

After employment, employees' progress and compensation will be related to their qualifications and job performance. In particular, we will ensure that promotion decisions are based on valid requirements such as qualifications and job performance. Additionally, we will ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, Company sponsored training, education, tuition assistance, social and recreational programs, will be administered without regard to discrimination based on the “factors” listed above. This commitment of equal employment opportunity applies to all persons involved in the operations of the Company and prohibits discrimination, harassment, intimidation, threats, or coercion by any employee of the Company including managers, supervisors and coworkers.

We also will not tolerate harassment, intimidation, threats, coercion, or discrimination of employees and applicants because they have engaged or may have engaged in (1) filing a complaint; (2) assisting or participating in an investigation, compliance review, hearing, or other activity related to the administration of the laws requiring affirmative action and equal employment opportunity based on the “factors” listed above, including, but not limited to, Executive Order 11246, as amended, Section 4212 of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended and Section 503 of the Rehabilitation Act of 1973, as amended; (3) opposing any act or practice made unlawful by such laws or their implementing regulations; or (4) exercising any other right protected by such laws or their implementing regulations.

We will comply with the following pay transparency nondiscrimination provision: The contractor (Sherwin-Williams) will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor’s legal duty to furnish information. 41 CFR 60-1.35(c).

Employees who believe that this policy has been violated are directed to contact the local Human Resources representative, the Group/Chain/Division Human Resources representative or the Vice President – Human Resources, at the numbers listed below.\* If the Company determines that a violation of this or any other policy or work rule has occurred, we will take prompt corrective action, up to an including immediate termination of employment.

**\*HR CONTACTS-GROUP/DIVISION/LOCATION:** \_\_\_\_\_

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

**(Employees at sites in which the foregoing information is missing and employees in other Groups/Divisions/Locations can contact Employee Relations at (216) 566-2363 for referrals to HR Contacts within their Group/Division/Location)**



**NATIONAL ACCOUNTS**

*Local Victories. National Champions.*

The Sherwin Williams Company offers the following warranty:

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.

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# CERTIFICATE OF REGISTRATION

This is to certify that

## **THE SHERWIN-WILLIAMS COMPANY**

**Corporate Headquarters**

101 Prospect Avenue NW Cleveland , Ohio 44115-107 USA

Refer to Attachment to Certificate of Registration dated September 2, 2020 for additional certified sites  
operates a

## **Quality Management System**

which complies with the requirements of

## **ISO 9001:2015**

for the following scope of certification

**The Design, Manufacture, Packaging and Distribution of Paints, Coatings, Powder, Dispersions, Applicators, Polymers, and Chemicals, and the Distribution of Allied Products.**

Certificate No.: CERT-0130400  
File No.: 005315  
Issue Date: September 2, 2020

Original Certification Date: June 9, 2003  
Certification Effective Date: September 4, 2020  
Certification Expiry Date: September 3, 2023

Heather Mahon  
Global Head of Technical Services  
SAI Global Assurance



ISO 9001



# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0130400 issued on September 2, 2020

File No.		Effective Date
002330	<b>The Sherwin-Williams Company</b> <b>Baltimore Paint</b> 2325 Hollins Ferry Rd Baltimore , Maryland 21230-3030 USA  The Manufacture of Paints and Coatings	September 4, 2020
002331	<b>The Sherwin-Williams Company</b> <b>Chicago Paint</b> 11700 S Cottage Grove Avenue Chicago , Illinois 60628-5724 USA  The manufacture of paints and coatings.	September 4, 2020
002333	<b>The Sherwin-Williams Company</b> <b>Columbus Liquid</b> 2121 New World Drive Columbus , Ohio 43207-3434 USA  The design and manufacture of paints and coatings.	September 4, 2020
002335	<b>The Sherwin-Williams Company</b> <b>Garland Paint</b> 2802 W. Miller Road Garland , Texas 75041-1211 USA  The manufacture of paints and coatings.	September 4, 2020
002336	<b>The Sherwin-Williams Company</b> <b>Greensboro Paint</b> 1025 Howard Street Greensboro , North Carolina 27403-2041 USA  The manufacture and distribution of paints and coatings.	September 4, 2020
002337	<b>The Sherwin-Williams Company</b> <b>Greensboro Coatings and Industrial Wood Lab</b> 113 Stage Coach Trail Greensboro , North Carolina 27409-1809 USA  The design and manufacture of paints and coatings.	September 4, 2020
002338	<b>The Sherwin-Williams Company</b> <b>Morrow Paint</b> 6795 S. Main Street Morrow , Georgia 30260-2308 USA  The manufacture of paints and coatings.	September 4, 2020

These registrations are dependent on THE SHERWIN-WILLIAMS COMPANY Corporate Headquarters (File No. 005315) maintaining their scope of registration to ISO 9001:2015

# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0130400 issued on September 2, 2020

002341	<b>The Sherwin-Williams Company</b> <b>Orlando Paint</b> 2150 Sand Lake Road Orlando , Florida 32809-7636 USA  The manufacture of paints and coatings.	September 4, 2020
002343	<b>The Sherwin-Williams Company</b> <b>Breen Tech Center</b> 601 Canal Road Cleveland , Ohio 44113-2424 USA  The design of paints, coatings, and polymers.	September 4, 2020
002400	<b>The Sherwin-Williams Company</b> <b>Effingham DSC</b> 711 W Wabash Avenue Effingham , Illinois 62401-2605 USA  The distribution of paints, coatings, applicators and allied products.	September 4, 2020
002418	<b>The Sherwin-Williams Company</b> <b>Waco DSC</b> 1300 Aviation Parkway Waco , Texas 76712-6921 USA  The distribution of paints, coatings, applicators and allied products.	September 4, 2020
002831	<b>The Sherwin-Williams Company</b> <b>Grimsby Powder and General Industrial Lab</b> 13 Iroquois Trail Grimsby , Ontario L3M 5E6 Canada  The design and manufacture of powder coatings.	September 4, 2020
003064	<b>The Sherwin-Williams Company</b> <b>Buford DSC</b> 930 Sherwin Pkwy Buford , Georgia 30518-5859 USA  The distribution of paints, coatings, applicators and allied products.	September 4, 2020
003370	<b>The Sherwin-Williams Company</b> <b>Winter Haven DSC</b> 400 Bert Schulz Blvd Winter Haven , Florida 33881-9431 USA  The distribution of paints, coatings, applicators and allied products.	September 4, 2020

These registrations are dependent on THE SHERWIN-WILLIAMS COMPANY Corporate Headquarters (File No. 005315) maintaining their scope of registration to ISO 9001:2015

# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0130400 issued on September 2, 2020

005086	<b>The Sherwin-Williams Company</b> <b>Victorville Paint</b> 12401 Industrial Boulevard Victorville , California 92395 USA  The manufacture and distribution of paints and coatings.	September 4, 2020
005314	<b>The Sherwin-Williams Company</b> <b>Andover Paint</b> 630 E. 13th Street Andover , Kansas 67002-9314 USA  The manufacture of paints and coatings.	September 4, 2020
005315	<b>THE SHERWIN-WILLIAMS COMPANY</b> <b>Corporate Headquarters</b> 101 Prospect Avenue NW Cleveland , Ohio 44115-107 USA  The Business Management System, Customer Service, Product Support, Production Planning, Procurement, Engineering, Transportation, Information Technology, and Human Resource activities which support the Manufacturing, Distribution, and Design facilities.	September 4, 2020
006612	<b>The Sherwin-Williams Company</b> <b>South Holland Dispersions</b> 192 West 155th Street South Holland , Illinois 60473-1205 USA  The design, manufacture and distribution of dispersions.	September 4, 2020
007532	<b>The Sherwin-Williams Company</b> <b>Warrensville P&amp;M and Test Lab</b> 4440 Warrensville Center Road Warrensville , Ohio 44128 USA  The design of paints and coatings.	September 4, 2020
008533	<b>The Sherwin-Williams Company</b> <b>Lawrenceville Caulk</b> 725 Raco Drive Lawrenceville , Georgia 30045 USA  The manufacture and distribution of coatings.	September 4, 2020
008660	<b>The Sherwin-Williams Company</b> <b>Arlington Powder</b> 710 106th Street Arlington , Texas 76011-5305 USA  The manufacture of powder coatings.	September 4, 2020

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# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0130400 issued on September 2, 2020

008765	<b>The Sherwin-Williams Company</b> <b>Fort Erie Paint and Industrial Wood Lab</b> 224 Catherine Street P.O. Box 218 Fort Erie , Ontario L2A 5M9 Canada  The design and manufacture of paints and coatings.	September 4, 2020
009338	<b>The Sherwin-Williams Company</b> <b>Ontario Powder</b> 5526 Ontario Mills Parkway Ontario , California 91764-5117 USA  The manufacture of powder coatings.	September 4, 2020
010133	<b>The Sherwin-Williams Company</b> <b>Rockford Powder</b> 4472 Technology Drive Rockford , Illinois 61109-3096 USA  The manufacture of powder coatings.	September 4, 2020
014608	<b>The Sherwin-Williams Company</b> <b>Fredericksburg DSC</b> 220 Sherwin Williams Drive PO Box 370 Fredericksburg , Pennsylvania 17026-0370 USA  The distribution of paints, coatings, applicators and allied products.	September 4, 2020
014609	<b>The Sherwin-Williams Company</b> <b>Memphis Paint</b> 404 East Mallory Avenue Memphis , Tennessee 38109 USA  The manufacture of paints and coatings.	September 4, 2020
014610	<b>The Sherwin-Williams Company</b> <b>Sierra DSC</b> 12090 Sage Point Court Reno , Nevada 89506-8992 USA  The distribution of paints, coatings, applicators and allied products.	September 4, 2020
014666	<b>The Sherwin-Williams Company</b> <b>Warrensville Automotive Lab</b> 4440 Warrensville Center Road Warrensville Heights , Ohio 44128 USA  The design of paints and coatings.	September 4, 2020

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# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0130400 issued on September 2, 2020

014667	<b>The Sherwin-Williams Company</b> <b>Richmond Coatings &amp; DSC</b> 395 - 401 Boggs Lane Richmond , Kentucky 40475-2545 USA  The manufacture and distribution of paints and coatings.	September 4, 2020
1040925	<b>The Sherwin-Williams Company</b> <b>Moline DSC</b> 3560 5th Avenue East Moline , Illinois 61244 USA  The distribution of paints and coatings.	September 4, 2020
1045292	<b>The Sherwin-Williams Company</b> <b>Flora Paint</b> 14 Industrial Park Flora , Illinois 62839 USA  The manufacture and distribution of paints and coatings.	September 4, 2020
1046880	<b>The Sherwin-Williams Company</b> <b>Minneapolis Technical Center</b> 1101 South 3rd St. Minneapolis , Minnesota 55415 USA  The design of paints and coatings.	September 4, 2020
1057364	<b>The Sherwin-Williams Company</b> <b>Rockford Dispersions</b> 1215 Nelson Blvd. Rockford , Illinois 61104 USA  The manufacture and distribution of dispersions.	September 4, 2020
1059186	<b>The Sherwin-Williams Company</b> <b>Medina Weather Station</b> 1241 West Lafayette Road Medina , Ohio 44256 USA  The testing of paints, coatings and other materials for internal design labs. This file is dependent upon File no. 002343 for management and management review.	September 4, 2020
1059240	<b>The Sherwin-Williams Company</b> <b>Warrensville Consumer Brands Tech Center</b> 4440 Warrensville Center Road Warrensville , Ohio 44128 USA  The design of paints, coatings, chemicals, and applicators.	September 4, 2020

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# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0130400 issued on September 2, 2020

1060426	<b>The Sherwin-Williams Company</b> <b>Cincinnati Paint</b> 145 Caldwell Drive Cincinnati , Ohio 45216 USA  The manufacture and distribution of paints and coatings.	September 4, 2020
1060428	<b>The Sherwin-Williams Company</b> <b>Holland Aerosol</b> 636 East 40th Street Holland , Michigan 49423 USA  The manufacture of paints, coatings, and chemicals.	September 4, 2020
1060430	<b>The Sherwin-Williams Company</b> <b>Ennis Aerosol</b> 301 W. Plant Road Ennis , Texas 75119 USA  The manufacture of paints, coatings, and chemicals.	September 4, 2020
1060432	<b>The Sherwin-Williams Company</b> <b>Bedford Heights Aerosol</b> 26300 Fargo Avenue Bedford Heights , Ohio 44146 USA  The manufacture of paints, coatings, and chemicals.	September 4, 2020
1063916	<b>The Sherwin-Williams Company</b> <b>Homewood Dispersions</b> 1111 Maple Ave. Homewood , Illinois 60430 USA  The design, manufacture and distribution of dispersions.	September 4, 2020
1064053	<b>The Sherwin-Williams Company</b> <b>Crisfield Applicator</b> 26466 Silver Lane Crisfield , Maryland 21817 USA  The manufacture of Applicators.	September 4, 2020
1064057	<b>The Sherwin-Williams Company</b> <b>Portland Applicator</b> 13201 N. Lombard Portland , Oregon 97203 USA  The manufacture of Applicators.	September 4, 2020

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# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0130400 issued on September 2, 2020

1064073	<b>The Sherwin-Williams Company</b> <b>Fernley Paint</b> 1891 Duffy Road Fernley , Nevada 89408 USA  The manufacture of paints and coatings.	September 4, 2020
1065315	<b>The Sherwin-Williams Company</b> <b>Covington Powder</b> 13129 Harland Drive Covington , Georgia 30014 USA  The manufacture of powder coatings.	September 4, 2020
1068882	<b>The Sherwin-Williams Company</b> <b>Grove City Powder and General Industrial Lab</b> 3875 Brookham Drive Grove City , Ohio 43123 USA  The design and manufacture of powder coatings.	September 4, 2020
1069288	<b>The Sherwin-Williams Company</b> <b>Minneapolis Test Labs</b> 1028 South Third Street Minneapolis , Minnesota 55415 USA  The design of paints and coatings.	September 4, 2020
1614031	<b>The Sherwin-Williams Company</b> <b>Pittsburgh Coatings</b> 2000 Westhall Street Pittsburgh , Pennsylvania 15233 USA  The manufacture and distribution of paints and coatings.	September 4, 2020
1624544	<b>The Sherwin-Williams Company</b> <b>Brantford Paint and Industrial Wood Lab</b> 140 Garden Ave. S. Brantford , Ontario N3S 7W4 Canada  The design and manufacture of paints and coatings.	September 4, 2020
1630594	<b>The Sherwin-Williams Company</b> <b>Warrensville Analytical &amp; Polymer Labs</b> 4440 Warrensville Center Road Warrensville , Ohio 44128 USA  The design of resins and polymers for paints and coatings.	September 4, 2020

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# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0130400 issued on September 2, 2020

1641280	<b>The Sherwin-Williams Company</b> <b>Elkhart Caulk and Sealants</b> 2504 Marina Drive Elkhart , Indiana 46514 USA  Manufacture of Coatings.	September 4, 2020
1641298	<b>The Sherwin-Williams Company</b> <b>Elkhart Caulk and Sealants</b> 2500 Marina Drive Elkhart , Indiana 46514 USA  Manufacture of Coatings.	September 4, 2020
1664476	<b>The Sherwin-Williams Company</b> <b>Aurora DSC</b> 21301 East 33rd Drive Aurora , Colorado 80011 USA  The distribution of paints, coatings, applicators and allied products.	September 4, 2020
1664477	<b>The Sherwin-Williams Company</b> <b>San Diego Paint</b> 6625 Miramar Road San Diego , California 92121 USA  The Manufacture of paints and coatings.	September 4, 2020
1664478	<b>The Sherwin-Williams Company</b> <b>Moreno Valley DSC</b> 14300 Graham Street Moreno Valley , California 92553 USA  The distribution of paints, coatings, applicators and allied products.	September 4, 2020
1694237	<b>The Sherwin-Williams Company</b> <b>Wheeling Paint</b> 1191 Wheeling Road Wheeling , Illinois 60090 USA  The manufacture and distribution of paints and coatings.	September 4, 2020
1694241	<b>The Sherwin-Williams Company</b> <b>Statesville Paint</b> 188 Side Track Drive Statesville , North Carolina 28625 USA  The manufacture and distribution of paints and coatings.	September 4, 2020

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# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0130400 issued on September 2, 2020

1694242	<b>The Sherwin-Williams Company</b> <b>Lebanon Paint</b> 3050 Hanford Drive Lebanon , Pennsylvania 17046 USA  The Manufacture of paints and coatings.	September 4, 2020
1694243	<b>The Sherwin-Williams Company</b> <b>Matteson Paint</b> 21901 S. Central Avenue Matteson , Illinois 60443 USA  Design, Manufacture, and Distribution of Latex Paint and Other Consumer Coatings.	
1694673	<b>The Sherwin Williams Company</b> <b>Birmingham Coatings</b> 90 Carson Road Birmingham , Alabama 35215-2957 USA  The manufacture of Paints and Coatings	September 4, 2020
1694674	<b>The Sherwin Williams Company</b> <b>Rochester Coatings</b> 372 Cleveland Street Rochester , Pennsylvania 15074-1624 USA  The manufacture of Paints and Coatings	September 4, 2020
1694676	<b>The Sherwin Williams Company</b> <b>Pittsburgh Technical Center</b> 2001 Tracy Street Pittsburgh , Pennsylvania 15233-1019 USA  The design of Paints and Coatings	September 4, 2020
1703493	<b>The Sherwin-Williams Company</b> <b>Massillon Coating</b> 600 Nova Drive SE Massillon , Ohio 44646 USA  The design and manufacture of paints and coatings.	September 4, 2020
1703952	<b>The Sherwin Williams Company</b> <b>Menomonee Falls Paint</b> North 92 West 14701 Anthony Avenue Menomonee Falls, , Wisconsin 53051 USA  The manufacturing and distr bution of paints and coatings	September 4, 2020

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# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0130400 issued on September 2, 2020

1711894	<b>The Sherwin-Williams Company</b> <b>Menomonee Falls Distribution</b> W142 N9251 Fountain Blvd Menomonee Falls , Wisconsin 53051 USA  The storage and distribution of paints and coatings	September 4, 2020
800281	<b>The Sherwin Williams Company</b> <b>Moline Coatings</b> 5400 Avenue of the Cities Moline , Illinois 61265 USA  The design and manufacture of paints and coatings.	September 4, 2020
800287	<b>The Sherwin-Williams Company</b> <b>Charlotte Powder</b> 10300 Claude Freeman Drive Charlotte , North Carolina 28262 USA  The manufacture of powder coatings.	September 4, 2020
800293	<b>The Sherwin-Williams Company</b> <b>Bowling Green Coatings</b> 347 Central Avenue Bowling Green , Kentucky 42101 USA  The design, manufacture, and distribution of paints and coatings.	September 4, 2020
800550	<b>The Sherwin-Williams Company</b> <b>Garland Coatings Shiloh Rd.</b> 701 S. Shiloh Road Garland , Texas 75042-7812 USA  The design, manufacture, and distribution of paints, coatings, and resins.	September 4, 2020
800556	<b>The Sherwin-Williams Company</b> <b>Kankakee Coatings</b> 901 North Greenwood Avenue Kankakee , Illinois 60901 USA  The manufacture and distribution of paints and coatings.	September 4, 2020

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# WE STAND TOGETHER

## Our Inclusion, Diversity and Equity Journey

### OUR UNWAVERING COMMITMENT

The Sherwin-Williams Company is committed to advancing a culture of inclusion where our differences are welcomed, celebrated and appreciated to positively impact our people and business.

### LEADING WITH INCLUSION

We deliberately place inclusion ahead of diversity as we continue to advance our culture and outlook for future success. We celebrate each other's differences and similarities to encourage the full engagement and development of all employees, which in turn allows us to better reflect and serve our customers and communities around the world. We believe diversity is about being different – together – and when we embrace those differences through inclusion, we win – together.

# GOALS AND ASPIRATIONS

*“Driving inclusion, diversity and equity is crucial to our customers, our shareholders, our people and the long-term success of the Company.*



*While we have made progress, I continue to hold myself and my leadership accountable for accelerating our efforts by advancing a culture of inclusion and equity.”*

**— John G. Morikis,  
Chairman and CEO**



## ATTRACT MORE UNDERREPRESENTED GROUPS INTO THE TALENT PIPELINE

Expand qualified pipeline to ensure representation of women, underrepresented racial/ethnic groups, LGBTQ+, people with disabilities, as well as a mosaic of diversity of thought and experience into early talent programs



## INCREASE THE NUMBER OF UNDERREPRESENTED GROUPS IN LEADERSHIP ROLES

Encourage more intentional pathways to leadership roles for women, under-represented racial/ethnic groups and other underrepresented talent



## DRIVE EMPLOYEE ENGAGEMENT

Build on our culture of inclusion and belonging to ensure that a diversity of thought and experience thrives and influences performance



## GIVEN OUR CURRENT ENVIRONMENT, WE HAVE ASPIRATIONAL GOALS TO:

- Increase women in management roles to 30% by 2025
- Increase underrepresented racial/ethnic groups in management roles to 30% by 2025 (U.S.)
- Achieve and improve upon a favorable Inclusion Index

## OUR ID&E JOURNEY

Sherwin-Williams is a 155-year-old company that has committed to making inclusion, diversity and equity both a moral and business imperative now and for decades to come. Although we have been on this journey for some time, we remain focused on continuously enhancing our efforts for greater impact. Led by Chief Executive Officer John Morikis, we are committed to creating a culture that is inherently inclusive and valued throughout the organization. In 2020, we elevated our efforts by formalizing our Office of Inclusion, Diversity and Equity and naming Yentil Rawlinson our Vice President of Inclusion, Diversity and Equity.

We are proud of the progress we have made to foster an inclusive, diverse culture – but we also understand we have more work to do. With the right leadership and foundation in place, we are on a path to accelerate our inclusion, diversity and equity (ID&E) efforts for the benefit of our employees, customers and communities.



# THE BUILDING BLOCKS FOR ACHIEVING OUR ID&E GOALS

When we set out to do something at Sherwin-Williams, we are dedicated to succeeding – and inclusion and diversity is no different. Our Building Blocks shape our approach to advancing our efforts and achieving our Company goals to attract underrepresented groups into early talent programs, increase underrepresented talent in leadership roles and drive employee engagement.

## BUILDING BLOCKS

### PROGRESS TALENT:

Integrating equity practices, processes, tools and resources into annual talent review and succession planning

### DEVELOP & ENGAGE TALENT:

Investing in our people by providing cross-divisional networking and learning opportunities to drive retention, progression and engagement

### FILL THE PIPELINE:

Attracting the best talent and strengthening our brand as an employer of choice

### EDUCATE & COMMUNICATE THE BUSINESS CASE:

Building awareness of inclusive leadership behaviors to leverage the unique contribution of each employee to positively impact our people and business results

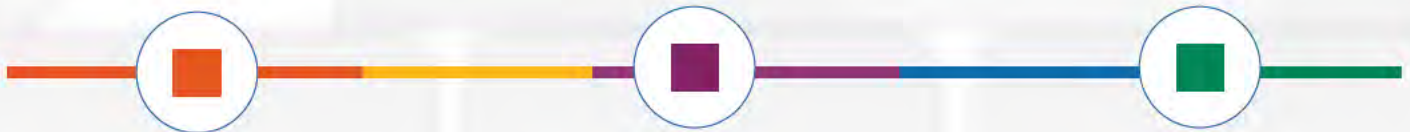




# STRONG COMMITMENT STARTS AT THE TOP



We believe ID&E is everyone's responsibility, and that starts at the top with a strong commitment from our executive leadership. Our leaders demonstrate the importance of inclusion, diversity and equity by serving as visible, vocal champions within the organization and the community.



## CEO Action for Diversity & Inclusion™

In 2018, Sherwin-Williams joined the coalition of more than 1,400 CEOs pledging to take action to cultivate environments where diverse experiences and perspectives are welcomed and where employees feel comfortable and encouraged to discuss inclusion and diversity.

## Conscious Inclusion Training for Senior Leaders

We have held Conscious Inclusion Sessions designed to help leaders and allies be continually mindful of unconscious biases and provide them with practical actions they can take to create and lead more inclusive teams. To date, 100% of senior leaders have attended an ID&E learning session.

## CEO Forums on Inclusion

Since 2018, CEO John Morikis and members of the executive team have hosted CEO Forums on Inclusion across our various U.S. locations. The forums encourage open dialogue on how employees are feeling about how well the Company is addressing inclusion, diversity and equity issues.

## In addition, each division supports our journey to fostering an inclusive culture by:

- Developing division-specific action plans and initiatives to foster workplace inclusion and improve workforce diversity
- Implementing best practices to drive engagement through inclusion and become an employer of choice for the best talent
- Monitoring and tracking key performance metrics to identify successes and opportunities





# 2020 WORKFORCE DIVERSITY HIGHLIGHTS

We believe tracking data is key in driving accountability to increase the diversity of our workforce and better reflect the customers and communities we serve. We recognize we are early in our journey, and we are committed to increasing diversity at all levels of the Company.

## Board of Directors

**22%** of board members identified as underrepresented racial/ethnic groups

**30%** of board members identified as women



## Overall Workforce

**33%** of all U.S. employees identified as underrepresented racial/ethnic groups



**25%** of all global employees identified as women



## Senior Leadership

**21%**

of Vice Presidents appointed in 2020 identified as underrepresented racial/ethnic groups

**58%**

of Vice Presidents appointed in 2020 identified as women

## Early Talent

**40%** of U.S. management trainees identified as underrepresented racial/ethnic groups



## Management Level

**26%**

of employees in management roles identified as underrepresented racial/ethnic groups

**26%**

of employees in management roles identified as women



**1 out of 3** management trainees identified as women

## ENGAGING OUR PEOPLE

**100%**

of senior and executive leaders have attended an ID&E learning session

**8% turnover**

(average annual rate, as compared with an industry benchmark of 14%)

**100+**

women's networks

## 'WE STAND TOGETHER' ENCOURAGES OPEN DIALOGUE

At Sherwin-Williams, respect for our employees is a business imperative. We stand together and embrace all facets of diversity. Treating all employees with dignity and respect comes before anything else.

In 2020, Sherwin-Williams expanded and reinforced our commitments to inclusion, diversity and equity with our We Stand Together platform. Our CEO, John Morikis, held special CEO Forums on Inclusion to engage in open and honest dialogue. The forums gave employees the

opportunity to share personal experiences in a safe environment and engage in candid conversations about race, social justice, inclusion and mutual respect with fellow colleagues and leaders. We have been listening and learning to understand what our employees are feeling and reinforcing our allyship during these challenging times.

### OUR TEAM. OUR FAMILY.

## GUS VICE PRESIDENT, BRAND MARKETING Cleveland, OH

"We are on a constant journey to creating a more inclusive, diverse Sherwin-Williams. We continue to become more open in how we talk about ID&E, as well as how we think about its role in each part of our business. As a leader in brand marketing, I enjoy collaborating with our Office of Inclusion, Diversity and Equity to ensure our brands align with who we are as a company. We have made impactful changes to our approach that demonstrate our commitment. It is great to work for a company that recognizes the value of ID&E and applies extreme focus to this area."



OUR TEAM.  
OUR FAMILY.

## CÁSSIA EXECUTIVE VICE PRESIDENT AND GENERAL MANAGER Sao Paulo, Brazil

"I joined Sherwin-Williams 15 years ago, and every day its values and culture show an alignment with my own values, which makes me feel at home. It is great to work for a company that respects people and offers opportunities for professional growth and learning, as I was offered. We give employees the freedom to share ideas and suggestions that have real impact on the business. I take pride in working for Sherwin-Williams, doing my job as I believe to be the best way, and working with transparency and clear objectives."



### FORBES BEST EMPLOYERS FOR



**DIVERSITY 2020**



**WOMEN 2020**



**VETERANS 2020**



**NEW GRADS 2020**



**DIVERSITY 2019**



**WOMEN 2019**



**NEW GRADS 2019**



## ADVANCING ID&E IN OUR WORKPLACE

As one of our Guiding Values, people represent the foundation of our success and are our key differentiator. We strive to attract and nurture a team that reflects diverse backgrounds and perspectives, embraces our inclusive culture, and reflects the customers and communities we serve.

Our talent pipeline partnerships and early talent training programs play a critical role in attracting people with unique skills and experience and building a diverse pipeline of employees. Each of our divisions is responsible for nurturing our people through division-specific action plans and initiatives, and our Employee Resource Groups support the development of talent and provide opportunities for growth and advancement.

OUR TEAM.  
OUR FAMILY.



**PAM**  
**DISTRICT SALES MANAGER**  
Dallas, TX

"I am a second-generation Sherwin-Williams employee. My stepfather worked as a paint mixer at our plant in Garland, Texas. As a kid, I remember thinking he had the coolest job because we would go to Family Day each year. I didn't make the connection that he worked for Sherwin-Williams until college when a Company recruiter came to my marketing class to talk about career opportunities. Life is funny; as a kid I was just happy to be a part of Sherwin-Williams' world, not realizing that one day it would be a part of mine. I was

hired into the Management Trainee Program, and from day one, I've felt that the people here care about me and have invested in my well-being. I was told I could do whatever I put my mind to, and for me, that has been a part of my everyday purpose, not only as a District Sales Manager but as a leader for the African-American Network across all our business units. In 2018, I had the opportunity to participate in the CEO Forums on Inclusion where I could share my ideas for fostering inclusion, diversity and equity. I take pride in being an inclusive leader, being the change I want to see and supporting others to do the same."

## DRIVING INCLUSION AND EQUITY IN THE AMERICAS GROUP



As our largest business unit with more than 4,700 Company-operated stores. The Americas Group has been on an inclusion journey for some time. The group, made up of over 32,000 customer-facing employees, places strong emphasis on acceptance and relatability. The group focuses on equity across the employee base, by providing all employees the skills training and professional development they personally need to fulfill their role. In addition, the stores and their employees focus on reflecting the diversity of the communities they serve.

OUR TEAM.  
OUR FAMILY.

**RUDY** VICE PRESIDENT, MARKETING  
Dallas, Texas

"Sherwin-Williams is a dynamic company that has consistently driven positive change and progress. When I started with the Company, there were few people working for Sherwin-Williams who looked like me and even fewer in leadership positions. While we still have work to do, I'm proud to be a part of the progress that we're making and the deliberate action that is being taken to drive inclusion, diversity and equity. One thing that hasn't changed is how we consistently treat our people, our customers and our communities with honor and respect. Ethical and responsible behavior has been and will always be a big part of our success."





# ADVANCING WOMEN IN THE WORKPLACE

Sherwin-Williams has sought to engage and advance women in the workplace for over 100 years, beginning with the Women's Club, which was established in the early 1900s. Today, we have more than 100 women's networks across our divisions dedicated to providing women with networking, professional development and learning opportunities.

Our largest women's networking event occurs annually at our national sales meeting. Each year, we have hosted women's networking events to ensure engagement among women and their allies from all parts of the Company. Attendance has grown over the years, with over 1,500 attendees in 2020. The event features a keynote speaker and the announcement of the Sherwin-Williams' annual women's inspiration award.



OUR TEAM.  
OUR FAMILY.



## NANCY

**VICE PRESIDENT,  
ARCHITECTURAL STRATEGY**  
Cleveland, OH

"When I joined Sherwin-Williams more than eight years ago from a competitor, I knew this was a performance-driven, accountable culture. What I didn't realize, and really appreciate, is how globally-minded the Company is: being diverse and inclusive enables us to engage on a global scale. At every step, people have bet on me with formal and informal sponsorship and encouraged me to think outside the box. The leadership training is world-class and the executive coaching is ongoing. The business continues to benefit from our ability to challenge the status quo."



## VERONICA

**ASSOCIATE DIRECTOR,  
INNOVATION ENGINEERING**  
Cleveland, OH

"I was recruited through the National Society of Black Engineers when I graduated from the University of Michigan in 2006. During my recruitment process, I met with five or six senior leaders at the Company and the opportunities for advancement were quite clear. I was part of a diverse group in the Accelerated Development Program and received a lot of guidance and encouragement from my mentors throughout my career. Today, I am in a role that was created from scratch, and I take joy in the flexibility and support I have at Sherwin-Williams."



# CREATING OPPORTUNITIES WITH EMPLOYEE RESOURCE GROUPS

Our Employee Resource Groups (ERGs) provide connection and discussion among diverse employee groups and their allies. They advance safe spaces that empower employee voices and ensure our people feel comfortable bringing their authentic selves to work. These employee-led networks and programs are supported at the executive level and advance our ID&E commitment through networking, professional development, community involvement and alignment with business objectives.

Sherwin-Williams offers ERGs for various groups, including:

- African-American**
- Hispanic/Latinx**
- LGBTQ+**
- Military/Veterans**
- Multicultural**
- Women**

In addition to building connections, employees engaged in an ERG often benefit from opportunities and career growth they may not otherwise have the opportunity to experience. Employees are equipped with the tools and mentorship to thrive in our “promote from within” culture and often find long-term success at Sherwin-Williams.



**OUR TEAM.  
OUR FAMILY.**

**DIEGO**  
**DISTRICT SALES MANAGER**  
Chicago, IL



“I started at Sherwin-Williams as an intern and was hired as a Management Trainee. When I began my career, I started in a role where I felt I could best use my skills and Hispanic culture – a place where I could shine but also feel comfortable because I was familiar with the customer base. Once I decided I wanted to be in a management role, my leaders invested in me to help accelerate my growth with training and development opportunities. I was able to get the experience I needed to be a successful manager. As a leader of the Chicago Multicultural ERG, I strive to provide members of the group with the same encouragement and support I received so they can flourish.”

## LAUNCHING PRIDE WORKS

Our Pride Works ERG provides the opportunity for members and allies of the LGBTQ+ community to celebrate their truth and feel free being open in the workplace. The group has focused on educating fellow employees to create awareness and allyship.

Pride Works led the creation of an employee video celebrating National Coming Out Day. The video included messages from LGBTQ+ employees and their allies in support of the community and individuality. [The video](#) had a positive impact across the organization and fostered new conversations among employees, as well as with their friends and families.



## PROMOTING INCLUSION, DIVERSITY AND EQUITY IN OUR COMMUNITIES

Giving back has always been a part of Sherwin-Williams, and we embrace the opportunity to support inclusion, diversity and equity within our communities. Our efforts are often employee-led and focus on where we can have greatest impact with our skills and resources.

### 2020 initiatives included:

- **Minneapolis, Minnesota:** We contributed to the healing and rebuilding of the city through product donations and financial support, with an emphasis on supporting minority-owned businesses. This was done in response to the death of George Floyd and subsequent violence that took place in Minneapolis, our “second home” due to our acquisition of Valspar.
- **Chicago, Illinois:** The Chicago African-American Resource Group organized a “Supply Drive for the Homeless,” gathering toiletries donations at each of the region’s 109 local stores. The collection ran through October and included an online campaign for additional donations.
- **Cleveland, Ohio:** The Women’s Club raised \$70,000 through a virtual run, which had 800 global participants. Funds from the event were donated to Youth Challenge, an organization dedicated to helping young people with physical disabilities experience adapted sports, recreation and social growth activities.
- **Northeast Ohio:** Sherwin-Williams is an in-kind partner to PCs for People, an organization focused on bringing digital inclusion to low-income individuals and nonprofits. We have committed to diverting as many usable PCs as possible from recycling into the hands of needy students and families in Northeast Ohio.





## PROVIDING A FRESH COAT OF CARING DURING NATIONAL PAINTING WEEK

Each year, our employees from more than 4,700 neighborhood Sherwin-Williams stores across the U.S. and Canada partner with local organizations to find projects that could use a fresh coat of paint in celebration of National Painting Week. In 2019, Sherwin-Williams donated 7,000 gallons of paint and our employees volunteered over 26,000 hours of their time. Many of these projects were in underserved communities and helped numerous organizations that serve under-represented populations. Due to COVID-19, National Painting Week in 2020 was postponed indefinitely. For more information, visit [sherwin-williams.com/national-painting-week/](https://www.sherwin-williams.com/national-painting-week/)



## COMMITMENT TO SUPPLIER DIVERSITY

Inclusion, diversity and equity touch all aspects of our business, including our supply chain. We are committed to providing opportunities for all businesses, including qualified minority, female-owned, veteran and small businesses. We thoroughly evaluate the suppliers with which we do business, with a goal to create a supplier base that exemplifies inclusion and represents the diversity of our employees, customers and communities. We take an integrated approach to addressing this issue – by involving our teams from procurement and supply chain management.

## **TAB 5**

### **PRODUCTS AND SERVICES**

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Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

#### **Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

#### **Products**

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

#### **Construction**

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Paint and Related Supplies categories. List all categories along with manufacturer that you are responding with:

#### Interior Paint and Coatings

- Paint and Coatings
- Primers
- Wood Stains, Sealers and Clear Topcoats
- Commercial High Performance Coatings
- Concrete and Masonry Products
- Aerosols
- Faux Finishes
- Floor Coverings

#### Exterior Paint and Coatings

- Paint and Coatings
- Primers
- Commercial High Performance Coatings
- Deck Stains and Supplies
- Siding Stains
- Concrete and Masonry Products
- Aerosols
- Floor Coatings

## Painting Equipment and Supplies

- Brushes
- Roller Covers, Frames and Accessories
- Ladders, Scaffolds and Climbing Equipment
- Tape and Masking
- Sandpaper and Abrasives
- Drop Clothes and Plastic Sheeting
- Caulks, Sealants and Caulking Tools
- Patching and Repair
- Painter's Tools
- Drywall Compounds and Tools
- Solvents and Removers
- Cleaning Supplies
- Safety Equipment
- Painter's Wear
- Spray Equipment
- Wallpaper Tools and Paste

## Commercial Wallpaper and Floor Covering

### Services

- Support
- Maintenance and Repair
- Supplies and Certification Informa



**NATIONAL ACCOUNTS**

*Local Victories. National Champions.*

March 1<sup>st</sup>, 2023

Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601

Re: Solicitation # 05-23 Paint and Related Supplies

Purchasing Agent:

In response to Tab 5- Products and Services, The Sherwin-Williams Company is submitting products for the following categories:

➤ **Interior Paints and Coatings:**

All Categories listed. Products offered are manufactured by The Sherwin-Williams Company either directly or through its Diversified Brands subsidiary.

➤ **Exterior Paints and Coatings:**

All Categories listed. Products offered are manufactured by The Sherwin-Williams Company either directly or through its Diversified Brands subsidiary.

➤ **Painting Equipment and Supplies:**

All Categories listed. Products offered are manufactured by The Sherwin-Williams Company either directly or through its Diversified Brands subsidiary. Sherwin-Williams also provides additional painting equipment (sold by Sherwin-Williams) from its vendor partners including but not limited to Graco, Titan and Mi-T-M.

➤ **Commercial Wallcovering and Floor Covering:**

➤ **Services:**

• **Support:**

Most Sherwin-Williams retail stores are open from 7 am to 6 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 3710 US based stores can be found at <https://www.sherwin-williams.com/store-locator>. Key account representative carry electronic mobile devices and are available during business hours and outside business hours by appointment.

- **Maintenance and Repair:**

The Sherwin-Williams Company is bidding supply only. That is not to say that the company will not stand by its customers with all the help and services detailed in this proposal to aid our customers in the successful completion of their paint and coatings projects.

- **Supplies and Certification Information:**

All factories are ISO9001 certified to maintain consistent high-quality standards of production (see attached ISO 9001 doc).

Also, the company operates under a Six Sigma discipline.

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.<sup>1</sup>

If you have any questions, please feel free to contact me at [beniam.tirfe@sherwin.com](mailto:beniam.tirfe@sherwin.com) or at 240-350-7862 and I will be happy to address your concerns.

Respectfully,

Beniam Tirfe  
Strategic Account Manager  
The Sherwin-Williams Company

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<sup>1</sup> Brassard, Michael, et. al., *Six Sigma memory Jogger II*. GOAL/QPC. 2002.1

## **TAB 6 REFERENCES**

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Please See Attached References Page

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.

## **TAB 7 PRICING**

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See attached pricing sheet

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.



**NATIONAL ACCOUNTS**

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March 1<sup>st</sup>, 2023

Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601

Re: Solicitation # 05-23 Paint and Related Supplies

Purchasing Agent:

In response to Tab 7 - Pricing, The Sherwin-Williams Company is submitting the following:

➤ Price Lists:

The price list for The Sherwin-Williams Company is included as a separate attachment titled “2023 NCPA Price List.” It includes product name, part number, description retail list price and the 30% discount to NCPA participating entities.

➤ Not to Exceed Pricing

The Sherwin-Williams Company currently holds an NCPA contract and understands the “not to exceed pricing” for participating entities. During its current contract, The Sherwin-Williams Company has worked with various NCPA entities to offer the most competitive pricing to NCPA member agencies.

The Sherwin-Williams Company worked with NCPA member agencies to create a discount pricing structure that is most advantageous to the agency’s needs. Therefore, the discount structure of individual agencies does not mirror one another but reflect the usage of the individual agency.



## Warranty Information

The Sherwin Williams Company offers the following warranty:

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 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 the 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.

Beniam Tirfe  
Strategic Account Manager  
The Sherwin-Williams Company

**TAB 8**  
**VALUE ADDED PRODUCTS AND SERVICES** *See attached*

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Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.



**NATIONAL ACCOUNTS**

*Local Victories. National Champions.*

March 1<sup>st</sup>, 2023

Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601

Re: Solicitation # 05-23 Paint and Related Supplies

Purchasing Agent:

In response to Tab 8 – Value Added Products and Services, The Sherwin-Williams Company is submitting the following:

As indicated in tab 4, The Sherwin-Williams Company offers the following services:

*Trademark Service:* The Sherwin-Williams Company's award-winning customer service, including a staff required to pass 20 different customer services-based exams in their first six months of employment, and store customer service appraisals reviewed annual of more if necessary.

*Custodian:* a Sherwin-Williams maintained history of the sheen and color based on customer provided identification information. Customers can review their product history to remove guess work from repaints.

*Free Delivery:* The Sherwin-Williams Company maintains the largest fleet of delivery vans and trucks in the paint industry. These vehicles are available for fast free delivery to all customers throughout the country.

*Color Consultants:* The Company maintains a staff of color and design experts who can help with designer and decorating questions.

*Architectural Account Executives:* The Company maintains a staff of Architectural Account executives whose job it is to work with architects and specifiers to make sure the correct products are used in each job.

*Industrial Maintenance Specialists:* The Sherwin-Williams Company has a battery of NAICS-certified representatives who can review and advise on the toughest jobs. With NAICS training and The Sherwin-Williams Company's line of high-performance products, an agency's paint needs will be covered.

The Sherwin-Williams Company offers all these services free of charge to their customers. In the past, various NCPA agencies have taken advantage of these services to meet their paint requirements.

Beyond these services, The Sherwin-Williams Company also offers

- The company offers free training on new products and technologies. For example, the company recently introduced Superpaint Sanitizing that kills six different pathogens on contact. This helps prevent infections not only in hospitals and clinics but in areas where various abrasion may be present such as locker rooms and gymnasiums.
- The company conducts public training on application techniques at many of its annual district pro shows. These events are open to the public and various experts on concrete and masonry, wood finishes, stains, HVLP and airless spraying are available for questions and hands on training.
- The company maintains a vast regulatory department that makes sure all products provided meet the most stringent requirements of the state or regions environmental regulations. The company also notified its customers when changes in regulations significantly change the products offered to the customer.

Beniam Tirfe  
Strategic Account Manager  
The Sherwin-Williams Company

## **TAB 9 REQUIRED DOCUMENTS**

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- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

## **FEDERAL FUNDS CERTIFICATIONS**

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

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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 CFR Part 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 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) 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 CFR Part 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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also 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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the



offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

## **CONTRACTOR REQUIRMENTS**

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### **Contractor Certification**

#### **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

## **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me



made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **FEDERAL REQUIRED SIGNATURES**

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Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror The Sherwin-Williams Co.

Address 101 W. Prospect Ave

City/State/Zip Cleveland, OH 44115

Authorized Signature *Beniam Tirfe*

Date 03/13/2023

**ANTITRUST CERTIFICATION STATEMENTS**  
**TEXAS GOVERNMENT CODE § 2155.005**

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I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name      The Sherwin-Williams Co.

Address              101 W. Prospect Ave

City/State/Zip      Cleveland, OH 44115

Telephone Number   240-350-7862

Fax Number           732-248-9730

Email Address        beniam.tirfe@sherwin.com

Printed Name         Beniam Tirfe

Title                   Strategic Account Manager

Authorized Signature *Beniam Tirfe*

## **STATE NOTICE ADDENDUM**

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The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>