



**STATE OF MICHIGAN PROCUREMENT**  
 Department Technology, Management and Budget  
 Central Procurement Services  
 320 S Walnut Street Lansing, MI 48933  
 P.O. Box 30026, Lansing, MI 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **MA24000000660**

<b>CURRENT CONTRACTOR</b>	SHERWIN WILLIAMS COMPANY	<b>NEW CONTRACTOR</b>	SHERWIN WILLIAMS COMPANY
	101 W. Prospect Avenue		101 W. Prospect Avenue
	Cleveland OH 44115		Cleveland OH 44115
	Kevin McCoy		Ben Tirfe
	2165667422		240-350-7862
	Kevin.j.mccoy@sherwin.com		beniam.tirfe@sherwin.com
CV0015272	CV0015272		

STATE CONTACTS			
<b>Program Manager</b>	Jeffery E. Niemi	MDOC	<b>Contract Administrator</b>
	906-203-1036		
	NiemiJ2@michigan.gov		
	Amanda Smart	DTMB	
	517-730-8796		
	SmartA1@michigan.gov		

CONTRACT SUMMARY			
Paint and Related Supplies			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
June 30, 2024	April 30, 2026	2 - 1 Year	April 30, 2026
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>		<b>EXTENDED PURCHASING</b>	
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
N/A			

DESCRIPTION OF CHANGE NOTICE				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>	0 Years	
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$500,000.00	\$350,000.00	\$850,000.00		

**DESCRIPTION**

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective February 18, 2026, this contract is hereby increased by \$350,000.00.

Please note the Contractor Contract has been changed to:

Ben Tirfe  
beniam.tirfe@sherwin.com  
240-350-7862.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on February 17, 2026.



**STATE OF MICHIGAN PROCUREMENT**  
 Department Technology, Management and Budget  
 Central Procurement Services  
 320 S Walnut Street Lansing, MI 48933  
 P.O. Box 30026, Lansing, MI 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
 to  
 Contract Number **MA240000000660**

<b>CONTRACTOR</b>	SHERWIN WILLIAMS COMPANY
	101 W. Prospect Avenue
	Cleveland OH 44115
	Kevin McCoy
	2165667422
	Kevin.j.mccoy@sherwin.com
	CV0015272

<b>STATE</b>	<b>Program Manager</b>	Jeffery E. Niemi	MDOC
		906-203-1036	
		NiemiJ2@michigan.gov	
	<b>Contract Administrator</b>	Amanda Smart	DTMB
517-730-8796			
SmartA1@michigan.gov			

**CONTRACT SUMMARY**

Paint and Related Supplies			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
June 30, 2024	April 30, 2026	2 - 1 Year	April 30, 2026
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
N/A			

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		April 30, 2027
<b>CURRENT VALUE</b>		<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>	
\$500,000.00		\$0.00	\$500,000.00	

#### DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective December 22, 2025, the first one-year option available on this contract is hereby exercised. The revised contract expiration date is April 30, 2027.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.



## Region XIV Education Service Center

---

1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

November 6, 2025

Ben Tirfe  
Strategic Account Manager, Government  
The Sherwin-Williams Co.  
101 W. Prospect Ave.  
Cleveland, OH 44115  
Sent via email to: [beniam.tirfe@sherwin.com](mailto:beniam.tirfe@sherwin.com)

Re: Renewal of Region 14 ESC contract #02-147, Paint and Related Supplies

Dear Mr. Tirfe:

Region 14 Education Service Center is pleased to announce that it is renewing contract #02-147, Paint and Related Supplies for the period May 1, 2026, through April 30, 2027, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at [ejeffrey@esc14.net](mailto:ejeffrey@esc14.net).

Sincerely,

Signed by:  
  
4FE64E70707547B...

Emily Jeffrey  
Region 14, Chief Financial Officer



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933  
P.O. Box 30026, Lansing, MI 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 1

to

Contract Number MA24000000660

<b>CONTRACTOR</b>	SHERWIN WILLIAMS COMPANY
	101 W. Prospect Avenue
	Cleveland OH 44115
	Kevin McCoy
	2165667422
	Kevin.j.mccoy@sherwin.com
	CV0015272

<b>STATE</b>	<b>Program Manager</b>	Jeffery E. Niemi	MDOC
		906-203-1036	
		NiemiJ2@michigan.gov	
	<b>Contract Administrator</b>	Amanda Smart	DTMB
517-730-8796			
SmartA1@michigan.gov			

### CONTRACT SUMMARY

Paint and Related Supplies			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
June 30, 2024	April 30, 2026	2 - 1 Year	April 30, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	0 Years	
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$500,000.00		\$0.00	\$500,000.00	

### DESCRIPTION

Effective 8/18/25, please note the Contract Administrator has been changed to Amanda Smart.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management, and  
 Budget

525 W. Allegan St.  
 P.O. Box 30026 Lansing, Michigan 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **240000000660**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	Sherwin-Williams Company
	2801 80th Street
	101 W. Prospect Avenue, Cleveland, OH 44115
	Sherwin-Williams Company
	216-566-7422
	Kevin.j.mccoy@sherwin.com
	CV0015272

<b>STATE</b>	Program Manager	Jeff Niemi	MDOC
		906-203-1036	
		Niemi2@michigan.gov	
	Contract Administrator	Matt Lindeman	DTMB
517-896-1620			
LindemanM1@michigan.gov			

CONTRACT SUMMARY			
<b>DESCRIPTION: Paint and Related Supplies</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
06/30/2024	04/30/2026	2-1 Year	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER.</b> The terms and conditions of this Contract are those of the Participating Addendum, acting by and Region 14 Education Service Center on behalf of itself and other Government Agencies and made available through the National Cooperative Purchasing Alliance MA# 05-23 and The Sherwin Williams Company. and the attached Terms and Conditions of the State of Michigan. In the event of any conflicts between the specifications, and terms and conditions, those of the State of Michigan take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$500,000.00</b>

Omnia Partner's

**PARTICIPATING ADDENDUM**

**Flooring, Paint & Painting Supplies**

**Region 14 Education Service Center on behalf of itself and other Government Agencies and made available through the National Cooperative Purchasing Alliance RFP # 05-23**

---

Contractor: **Sherwin Williams**

Participating Entity: **STATE OF MICHIGAN**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the Omnia Partner's website.

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *Paint and Related Supplies* Solicitation led by Region 15 Education Service Center for use by state agencies and other entities located in the Participating State or Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This Omnia Partner's Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Michigan*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Sherwin-Williams Company
Address:	101 W. Prospect Avenue, Cleveland, OH 44115
Telephone:	216-566-7422
Email:	<a href="mailto:kevin.j.mccoy@sherwin.com">kevin.j.mccoy@sherwin.com</a>

**PARTICIPATING ADDENDUM**

**Flooring, Paint & Painting Supplies**

Region 14 Education Service Center on behalf of itself and other  
Government Agencies and made available through the National Cooperative  
Purchasing Alliance RFP # 05-23

---

Participating Entity

Name:	Matt Lindeman
Address:	Elliott-Larsen Building, 320 S Walnut St #6, Lansing, MI 48933
Telephone:	517-896-1620
Email:	LindemanM1@Michigan.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Lease Agreements: *Reserved*

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Michigan*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**PARTICIPATING ADDENDUM**

**Flooring, Paint & Painting Supplies**

**Region 14 Education Service Center on behalf of itself and other Government Agencies and made available through the National Cooperative Purchasing Alliance RFP # 05-23**

---

- 7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
- 8. **Contract Term**: This Contract will become effective when signed on behalf of Contractor and the State (the **"Effective Date"**) and will end upon expiration of the Master Agreement, unless terminated earlier in accordance with its terms. An amendment to this Contract will not be necessary in connection with a renewal or extension of the term of the Master Agreement, which will automatically extend the terms of this Contract.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Michigan, DTMB	Contractor: Sherwin Williams
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

# STANDARD CONTRACT TERMS

---

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and The Sherwin Williams Company (“**Contractor**”), a State of Ohio Corporation. This Contract is effective on 6/30/2024 (“**Effective Date**”), and unless terminated, will expire on April 30, 2026 (the “**Term**”).

This Contract may be renewed for up to two additional one-year period(s) April 30, 2028. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail

without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
<b>See Contract Administrator information shown below.</b>	Kevin McCoy 101 W. Prospect Avenue, Cleveland, OH 44115 kevin.j.mccoy@sherwin.com 216-566-7422

- Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
<b>Matt Lindeman</b> <b>DTMB Central Procurement</b> <b>320 S Walnut St, 2nd Floor</b> <b>Lansing, MI 48933</b> <b>LindemanM1@Michigan.Gov</b> <b>517-896-1620</b>	Kevin McCoy 101 W. Prospect Avenue, Cleveland, OH 44115 kevin.j.mccoy@sherwin.com 216-566-7422

- Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
<b>Jeff Niemi</b> <b>Michigan Department of Corrections</b> <b>Niemij2@michigan.gov</b> <b>906-203-1036</b>	Kevin McCoy 101 W. Prospect Avenue, Cleveland, OH 44115 kevin.j.mccoy@sherwin.com 216-566-7422

- Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
- Insurance Requirements.**  
 See Schedule C
- Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 11. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual

matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 14. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 18. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 21. Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 24. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.
- (b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.
- 26. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.

**28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

**29. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

- 30. Limitation of Liability and Disclaimer of Damages.** IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 31. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 32. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.
- 33. Reserved**
- 34. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the

receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5

calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

**35. Reserved**

**36. Reserved**

**37. Reserved**

**38. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

**39. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract;

(f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

- 40. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. Reserved**
- 43. Reserved**
- 44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 45. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

- 46. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 48. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 49. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 50. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 51. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
<b>Participating Addendum</b>	Omnia Partner’s Document
<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	Pricing
<b>Schedule C</b>	Insurance Requirements
<b>Omnia Partner’s Cooperative Agreement</b>	Omnia Partner’s Document

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 53. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed

after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

---

**Contract No. 24000000660**

*Paint and Related Supplies*

## **Background**

The State of Michigan identified through 2021-2024 spend analysis that a contract for paint and related supplies was necessary for its Agencies and MiDeal Members. The contract through Omnia Partner's fulfills the need for these requirements.

## **Scope**

This contract is for a wide range and variety of painting products and related supplies, to include, but not be limited to: Interior coatings, exterior coatings, painting equipment and supplies, wood stains, sealers and clear topcoats, commercial high-performance coatings, primers concrete & masonry products, aerosols, deck stains and supplies, floor coatings and roof coatings.

## **1. Reporting**

The Contractor must submit to the Contract Administrator, the following written reports upon request:

1) Sales record report which includes:

- a) Name of ordering entity
- b) Date of order
- c) Date of delivery
- d) Description of the items order including part number(s) and price
- e) Total dollar value of the order
- f) Invoice number
- g) Delivery order number or identified as a P-card (procurement card)

The State reserves the right to request additional reports as needed.

## **2. Meetings**

The State may request meetings as it deems appropriate.

## **3. Staffing**

### **3.1. Contractor Representative**

The Contractor must appoint an Individual or individuals specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

## **4. Disclosure of Subcontractors**

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

**5. Security**

The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

**6. Ordering**

**6.1. Authorizing Document**

The appropriate authorizing document for the Contract will be Delivery Order and/or Procurement Card (P-Card).

**6.2. Order Verification**

The Contractor must have internal controls approved by Central Procurement Services, to verify abnormal orders and to ensure that only authorized individuals place orders.

**7. Invoice and Payment**

**7.1. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number and (h) total price.

**7.2. Payment Methods**

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) or Procurement Card (P-Card).

**8. Additional Requirements**

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled and list any exceptions to this requirement.

**8.1. Hazardous Chemical Identification**

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

**8.2. Mercury Content**

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the

amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

**8.3. Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs and describe how the products are identified or otherwise labelled.

**8.4 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)**

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

**8.5 ADA Compliance**

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor’s proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C’s Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

[http://www.michigan.gov/documents/dmb/1650.00\\_209567\\_7.pdf?20151026134621](http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621)

**9. Service-Level Agreements (SLAs)**

- a. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

SLA Metric 1. Timely Deliveries	
<b>Definition and Purpose</b>	The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.
<b>Acceptable Standard</b>	<ol style="list-style-type: none"> <li>1. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time.</li> <li>2. Items, brands, and quantities delivered will match the Order Confirmation exactly.</li> </ol>

SLA Metric 1. Timely Deliveries	
	<p>3. Signed and dated packing slips will be provided to purchasing agency at the time of delivery.</p> <p>The acceptable standard is 100% compliance.</p>
<p><b>Credit Due for Failing to Meet the Service Level Agreements</b></p>	<p>1. 5% of the invoice total may be assessed for each of the first five occurrences of non-compliance in a given calendar year.</p> <p>2. 10% of the invoice total may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

Sherwin Williams

## **SCHEDULE B - PRICING**

---

**Contract No. 24000000660**  
Paint and Related Supplies

1. Allow for purchase of the Contractors full-line catalog of Paint and Related Supplies. Quotes requested are bound to the terms and conditions of this contract. Any additional terms and conditions added to quotes will not be honored unless mutually agreed.
2. Refer to [Appendix B - Pricing For States](#).

Sherwin Williams

## **SCHEDULE C - INSURANCE REQUIREMENTS**

---

**Contract No. 24000000660**

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
  - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
  - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
  - a. Insurance certificates showing evidence of coverage as required herein must be submitted to [DTMB-RiskManagement@michigan.gov](mailto:DTMB-RiskManagement@michigan.gov) within 10 days of the contract execution date.
  - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
  - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
  - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification or authorization, and audited financial statements.
  - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).
- 7. Limits of Coverage & Specific Endorsements.**
- 8.**

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Each Occurrence</b> <b>\$1,000,000 Personal &amp; Advertising Injury</b> <b>\$2,000,000 Products/Completed Operations</b> <b>\$2,000,000 General Aggregate</b>	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
<b>Automobile Liability Insurance</b>	
<b>If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.</b>	
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> <b>Coverage according to applicable laws governing work activities.</b>	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$500,000 Each Accident</b> <b>\$500,000 Each Employee by Disease</b> <b>\$500,000 Aggregate Disease</b>	

- 9. Notice of Non-Compliance.** Contractor consents to receiving electronic communications from a third-party service provider, Origami Risk, for the exclusive purpose of notifying Contractor of non-compliance with the requirements set forth in this Schedule C.
- 10. Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

## SIGNATURE FORM

---

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

---

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

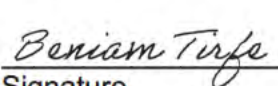
5001 Aspen Grove  
Address

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

---

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.

---



# 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# 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:

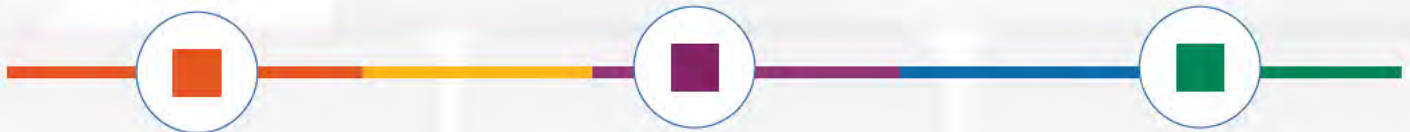
Building awareness of inclusive leadership behaviors to leverage the unique contribution of each employee to positively impact our people and business results



# 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**

---

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

---

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

## **TAB 6 REFERENCES**

---

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**

---

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**

*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 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

---

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**

---

- 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**

---

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**

---

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**

---

### **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

---

### 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**

---

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 Turfe*

Date 03/13/2023

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

---

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**

---

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>